

Table of Contents

Agenda	4
IV-1 Affordable Airfares Funding Agreement with Sedgwick County.	
Agenda Report No. IV-1.	11
Agreement	13
Agreement	18
Yearly Report	26
IV-2 Community Event Ordinance Amendment and Race/Organized Walk Permit Regulations.	
Agenda Report No. IV-2.	34
Ordinance No. 50-039.	36
Supporting Document.	46
Delineated Ordinance.	53
IV-3. Ordinance Amendment to Title 5, 5.38.035 and 5.38.040 of the Code of the City of Wichita Pertaining to Hotels and Rooming Houses.	
Agenda Report No. IV-3.	63
Delineated Ordinance.	64
Ordinance No. 50-040.	67
IV-4 Modification of Old Town Parking District Boundaries. (District VI)	
Agenda Report No. IV-4.	70
Resolution 15-203.	71
V-1 ZON2015-00012 and CON2015-00010 – City Zone Change from SF-5 Single-Family Residential (SF-5) to LC Limited Commercial (LC) and Conditional Use to Permit a Self-Service Warehouse on Property Generally Located North of 29th Street North, One-Quarter Mile West of North Hoover Road. (District V)	
Agenda Report No. V-1	74
Ordinance No. 50-041.	77
Resolution No. 15-211	78
ZON2015-00012 and CON2015-00010 Background Information	80
Power Point.	129
Zoning Case	153
V-2 CON2015-00019 - City Conditional Use Request to Allow Outdoor Vehicle and Equipment Sales and Self-Service Storage in the Limited Commercial (LC) Zoning District; Generally Located 700 feet North of West Central on the East Side of North Ridge Road. (District V)	
Agenda Report No. V-2.	200
Resolution No. I5-212.	202
Background Information.	204
II-3a Preliminary Estimates.	
Agenda Report No. II-3a	214

NTBA Preliminary Estimate	224
NTBA Preliminary Estimate	228
NTBA Preliminary Estimate	232
NTBA Preliminary Estimate	236
NTBA Preliminary Estimate	240
NTBA Preliminary Estimates	244
II-4a Petition for Storm Water Sewer Improvements to Serve Regency Park Addition. (District II)	
Agenda Report No. II-4a	248
Resolution No. 15-204	249
Map, Petition, Budget sheet regency park	251
II-4b Petitions for Improvements to Serve Country Hollow Addition. (District II)	
Agenda Report No. II-4b	257
Supporting Documents	258
Resolution No. 15-205	271
Resolution No. 15-206	273
Resolution No. 15-207	275
Resolution No. 15-208	277
II-5 Statement of Costs.	
Agenda Report No. II-5	280
Statement of Costs	283
II-6a Agreement for Stormwater Pump Station No. 12 Outfall Improvements and Real Estate Transfer to Serve Chadsworth 2nd Addition. (District VI)	
Agenda Report No. II-6a	310
Agreement	311
II-6b East Kellogg from Cypress to Wiedemann: Relocation Agreements with Kansas Gas Service. (District II)	
Agenda Report No. II-6b	321
Agreement	323
II-6c Kansas Gas Service Relocation Agreement for the 21st Street North Bridge between Mosley and New York. (District VI)	
Agenda Report No. II-6c	330
Agreement	331
II-6d Supplemental Agreement No. 1 for 17th Street and Oliver Waterline Extension and Replacement. (District I)	
Agenda Report No. II-6d	333
Supporting Documents	334
II-7 Contracts and Agreements for June 2015.	
Agenda Report No. II-7	338
II-8 Easements Across City-owned Property in the 100 Block of South Market. (District I)	
Agenda Report No. II-8	339
Declaration of Building Encroachment Easement.	340
Building Setback Agreement	349
Ingress and Egress Agreement.	352

II-9 Funding and Supplemental Agreement No. 2 for 13th Street North and Edgemoor Intersection Improvements. (District I)	
Agenda Report No. II-9	355
Resolution No. 15-209	357
Budget Sheet	359
II-10 Grant with the Kansas Department of Transportation.	
Agenda Report No. II-10	363
Supporting Document.	364
II-11 Improvements to the 21st Street North Bridge between Mosley and New York. (District VI)	
Agenda Report No. II-11	381
Resolution No. 15-210	382
Budget Sheet	384
II-12 Second Reading Ordinances.	
II-12 Second Reading Ordinances	385
II-13 *A15-04 - Request by Tier 1, LLC to Annex Lands Generally Located at the Northeast Corner of 37th Street North and Ridge Road. (District V)	
Agenda Report No. II-13	388
Mapsheet - A15-04	390
Ordinance No. 50-042	391
II-14 *Snow Removal Equipment Acquisition.	
Agenda Report No. II-14	393

CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. July 14, 2015

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on July 7, 2015

AWARDS AND PROCLAMATIONS

- Proclamation:

Kansas All-Star Football Shrine Bowl Day

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city clerk prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Mearlin Overton - Thanking the City for allowing a City cleanup for 2015 and how to keep our City clean.

II. CONSENT AGENDAS ITEMS 1 THROUGH 14

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. Affordable Airfares Funding Agreement with Sedgwick County.

RECOMMENDED ACTION: Approve the agreement, authorize the necessary signatures, and authorize any necessary budget adjustments.

2. Community Event Ordinance Amendment and Race/Organized Walk Permit Regulations.

RECOMMENDED ACTION: Place the ordinance on first reading and adopt the Race/Organized Walk Permit Regulations.

3. Ordinance Amendment to Title 5, 5.38.035 and 5.38.040 of the Code of the City of Wichita Pertaining to Hotels and Rooming Houses.

RECOMMENDED ACTION: Place the ordinance on first reading and authorize all necessary signatures.

4. Modification of Old Town Parking District Boundaries. (District VI)

RECOMMENDED ACTION: Adopt the resolution and set the public hearing for August 4, 2015.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. NON-CONSENT PLANNING AGENDA

1. ZON2015-00012 and CON2015-00010 – City Zone Change from SF-5 Single-Family Residential (SF-5) to LC Limited Commercial (LC) and Conditional Use to Permit a Self-Service Warehouse on Property Generally Located North of 29th Street North, One-Quarter Mile West of North Hoover Road. (District V)
(Deferred May 5, 2015)

RECOMMENDED ACTION: 1) Concur with the findings of the MAPC and approve the zoning change and conditional use subject to the conditions enumerated, and adopt the findings of the MAPC and instruct the Planning Department to forward the ordinance for first reading when the plat is recorded (requires three-quarter majority vote) or 2) Deny the zoning and conditional use request by making alternative findings, and override the MAPC's recommendation (requires simple majority vote to override the MAPC's recommendation).

2. CON2015-00019 - City Conditional Use Request to Allow Outdoor Vehicle and Equipment Sales and Self-Service Storage in the Limited Commercial (LC) Zoning District; Generally Located 700 feet North of West Central on the East Side of North Ridge Road. (District V)

RECOMMENDED ACTION: 1) Concur with the findings of the MAPC and approve the conditional use subject to the conditions enumerated and adopt the findings of the MAPC (requires a simple majority vote); 2) Deny the conditional use request by making alternative findings, and override the MAPC's recommendation (requires a two-third majority vote to override the MAPC's recommendation); 3) Return the case to MAPC for further consideration with a statement specifying the basis for Council's failure to approve or deny the application (requires a simple majority vote).

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion. **Carole Trapp Housing Member is also seated with the City Council.**

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 14)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated July 13, 2015.

RECOMMENDED ACTION: Receive and file report; approve the contracts; and authorize the necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2015</u>	<u>(Consumption off Premises)</u>
Gurinderpal Sira	Flying Eagle***	6330 East 21st Street North
Sorker, Mizanur	Express Mart***	565 South Market
Niki Corporation	Quickpick***	3733 North Arkansas
Andrea Lazenby	Walmart #5855***	10550 West Central

***Retailer (Grocery stores, convenience stores, etc.)

RECOMMENDED ACTION: Approve licenses subject to staff review and approval.

3. Preliminary Estimates:

- a. List of Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Petition for Storm Water Sewer Improvements to Serve Regency Park Addition. (District II)
b. Petitions for Improvements to Serve Country Hollow Addition. (District II)

RECOMMENDED ACTION: Approve the petitions and adopt the resolutions.

5. Statement of Costs:

- a. List of Statement of Costs.

RECOMMENDED ACTION: Approve and file.

6. Agreements/Contracts:

- a. Agreement for Stormwater Pump Station No. 12 Outfall Improvements and Real Estate Transfer to Serve Chadsworth 2nd Addition. (District VI)
- b. East Kellogg from Cypress to Wiedemann: Relocation Agreements with Kansas Gas Service. (District II)
- c. Kansas Gas Service Relocation Agreement for the 21st Street North Bridge between Mosley and New York. (District VI)
- d. Supplemental Agreement No. 1 for 17th Street and Oliver Waterline Extension and Replacement. (District I)

RECOMMENDED ACTION: Approve the agreements/contracts and authorize the necessary signatures.

7. Contracts and Agreements for June 2015.

RECOMMENDED ACTION: Receive and file.

8. Easements Across City-owned Property in the 100 Block of South Market. (District I)

RECOMMENDED ACTION: Approve the agreements and authorize all necessary signatures.

9. Funding and Supplemental Agreement No. 2 for 13th Street North and Edgemoor Intersection Improvements. (District I)

RECOMMENDED ACTION: Approve the revised budget and supplemental agreement, adopt the amending resolution, and authorize the necessary signatures.

10. Grant with the Kansas Department of Transportation.

RECOMMENDED ACTION: Approve the KDOT grant and authorize the Mayor to execute the agreement.

11. Improvements to the 21st Street North Bridge between Mosley and New York. (District VI)

RECOMMENDED ACTION: Approve the revised budget, adopt the amending resolution, and authorize the necessary signatures.

12. Second Reading Ordinances: (First Read July 7, 2015)

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

13. *A15-04 - Request by Tier 1, LLC to Annex Lands Generally Located at the Northeast Corner of 37th Street North and Ridge Road. (District V)

RECOMMENDED ACTION: Approve the annexation request, place the ordinance on first reading, authorize the necessary signatures and instruct the City Clerk to publish the ordinance after approval on second reading.

II. CONSENT HOUSING AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Carole Trapp, Housing Member is also seated with the City Council.

None

II. CONSENT AIRPORT AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

14. *Snow Removal Equipment Acquisition.

RECOMMENDED ACTION: Initiate the capital project and approve the budget.

City of Wichita
City Council Meeting
July 14, 2015

TO: Mayor and City Council

SUBJECT: Affordable Airfares Funding Agreement with Sedgwick County

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the agreement.

Background: Since 2002, the City of Wichita and later Sedgwick County entered into annual revenue guarantee agreements with AirTran Airways, and in 2007 with Frontier Airlines. This affordable airfares program has resulted in over \$500 million in cost savings to businesses and individuals flying in and out of Wichita Dwight D. Eisenhower National Airport.

In 2012, AirTran was acquired by Southwest Airlines. In June 2013, AirTran ceased operations at Mid-Continent Airport and Southwest began operating daily flights from Wichita to Dallas, Chicago and Las Vegas, pursuant to an affordable airfares revenue agreement with Sedgwick County.

Starting in 2006, the State of Kansas has provided up to \$5,000,000 per year in state funding to support affordable airfares in Kansas. The state funding requires a local match, which has been jointly funded by the City and Sedgwick County. State funding has been allocated to Sedgwick County to defray most of the cost of the revenue guarantees for the state fiscal year that began July 1, 2015. As in past years, the local match will be provided under the terms of the attached Transportation Services Agreement between the City and Sedgwick County.

Analysis: On July 8, 2015, the Sedgwick County Board of County Commissioners approved the renewal of the contract with Southwest Airlines for air service to Dallas, Chicago, and Las Vegas with a revenue guarantee capped at \$6,500,000 for the period from July 1, 2015 through June 30, 2016. The revenue guarantee is based on stated costs of operating jet service between Wichita and the three destinations, plus five percent. The County's commitment is to pay Southwest the difference between these cost calculations and Southwest's customer revenue for these flights. Whenever Southwest collects revenue in amounts greater than costs, the excess revenue is carried forward to offset County revenue guarantees in subsequent reporting periods. The agreement also provides that Southwest can add service to other cities, and apply the County's revenue guarantee to those flights.

The state funding for the Southwest contract is \$4,750,000, which leaves \$1.75 million to be funded from local sources. The agreement between the City and County will provide up to \$875,000 of City funding to offset half of the County's contractual obligation not funded by the state. The attached agreement between Wichita and Sedgwick County is the same form as an agreement entered into one year ago.

Financial Considerations: Funding for the City's share of costs under the 2015-2016 Transportation Services Agreement with Sedgwick County will come from funds appropriated for that purpose in the Economic Development Fund.

Legal Considerations: The attached funding agreement between the City and County has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the agreement, authorize the necessary signatures, and authorize any necessary budget adjustments.

Attachments: Transportation Services Agreement between the Sedgwick County and the City of Wichita; Transportation Services Agreement between the Sedgwick County and Southwest Airlines, Annual Report to Kansas Department of Commerce.

SEDGWICK COUNTY – CITY OF WICHITA TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into on this ____ day of July, 2015, by and between the CITY OF WICHITA, KANSAS, hereinafter referred to as "City," and SEDGWICK COUNTY, KANSAS, hereinafter referred to as "County."

WHEREAS, County has requested that Southwest Airlines ("Southwest") operate daily round-trip flight service subject to the terms and conditions hereinafter set forth; and

WHEREAS, Southwest has entered an agreement with County to operate flight service upon the terms and conditions hereinafter set forth (attached hereto and made a part hereof as Appendix A); and

WHEREAS, County has submitted a request to City for joint funding of said flight service; and

WHEREAS, City finds that maintaining competitive airfares for this community will benefit both residents and businesses of Wichita and provide an economic benefit to all citizens; and

WHEREAS, the purpose of this agreement is to state the terms and conditions under which City will provide said funding.

NOW, THEREFORE, in consideration of the mutual conditions, covenants and promises contained herein, the parties hereto agree as follows:

1. SERVICE(S). County will fulfill its obligations as set forth in Appendix A (the "Southwest Transportation Services Agreement"), and in doing so will fully enforce Southwest's contractual obligations to County at no cost to the City. County will in turn provide City copies of or access to all documents and information received by County relating to Southwest pursuant to the Southwest Funding Agreement.

2. STATUS OF COUNTY. County and City agree that service(s) rendered under this agreement are rendered by County as a self-governing entity, and not as an officer, agency, agent or employee of City. City supplies funding to County under this agreement as a secondary source of funding to support the service(s) described in Paragraph One (1) above, because of the benefit of the service(s) to residents of Wichita.

3. TERM. The term of this agreement shall commence July 1, 2015 and shall terminate on June 30, 2016.

4. TERMINATION. This contract may be terminated in whole or in part by either party, for any reason, upon thirty days written notice to the other party, stating the reasons for the termination and the effective date of the termination. Whether this contract is canceled by City or County, County shall be paid for work satisfactorily completed, so long as the provisions applicable to Billing and Payment have been met by County.

5. COMPENSATION. In consideration for the service(s) described in Paragraph 1 above, provided by County for residents of Wichita, City shall cause payment to be made to County in the amount of \$875,000.00 within 15 days of execution of this Agreement. Payment shall be made to County only for service(s) described in Paragraph 1 of this agreement.

The City's payment obligation hereunder is expressly contingent upon the County's full performance of its payment obligations under the Southwest Transportation Services Agreement. The City's payment obligation shall in no event exceed the sum of \$875,000.00, and to the extent that a lesser aggregate sum is due under the Southwest Transportation Services Agreement due to decreased required subsidy, then the County shall promptly repay the unused portion of funding to the City and the City shall be deemed to have fully performed its obligations hereunder.

6. FUNDING PURPOSE. County shall apply all compensation received from City toward no purpose other than to fulfill County's obligation to Southwest as set forth in Appendix A "Southwest Transportation Services Agreement".

7. CASH BASIS AND BUDGET LAWS. The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws, or if mill levy funds generated are less than anticipated.

8. MONTHLY REPORTS. Upon request, County shall furnish to City copies of the reconciled block hour reports it receives from Southwest.

9. INTEREST OF PUBLIC OFFICIALS AND OTHERS. No officer or employee of City, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall participate in any decision relating to this agreement which affects such person's personal interest or the interest of any corporation, partnership, or association, other than the Wichita Airport Authority, in which such person is directly or indirectly interested, nor shall any officer or employee of City, any member of its governing body or any other public official have any interest, direct or indirect, in this agreement or the proceeds thereof.

10. TRANSFER OR MODIFICATION. Neither this agreement nor any rights or obligations hereunder shall be assigned, subcontracted, or otherwise transferred by either party without the prior written consent of the other. Any modifications to this agreement must be set forth in writing and signed by both parties.

11. APPLICABLE LAW. This agreement shall be construed in accordance with the laws of the State of Kansas.

12. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION. County shall comply with all applicable local, state and federal laws, and regulations, and applicable service standards, in carrying out this agreement, regardless of whether those legal requirements are specifically referenced in this agreement. Equal Opportunity and Affirmative Action: In carrying out this contract, County shall deny none of the benefits or services of the program to any eligible participant pursuant to K.S.A. 44-1001 *et seq.*

A. County shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry.

B. In all solicitations or advertisements for employees, County shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.

C. If County fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, County shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by City.

D. If County is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, County shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by City.

E. County shall include the provisions of paragraphs A through D inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

F. The provisions of this section shall not apply to a contract entered into by a contractor who: 1) employs fewer than four employees during the term of this contract; or 2) whose contracts with the City cumulatively total \$5,000.00 or less during the fiscal year of the City pursuant to K.S.A. 44-1031(c).

13. AUTHORITY. Each person executing this Agreement represents and warrants that he is duly authorized to do so on behalf of an entity that is a party hereto.

14. INCORPORATION OF APPENDICES. APPENDIX A - "Southwest Transportation Services Agreement" is attached hereto and made a part hereof as if fully set out herein.

IN WITNESS WHEREOF, City and County have executed this contract as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

ATTEST:

KELLY B. ARNOLD, County Clerk

RICHARD RANZAU, Chairman
Fourth District

APPROVED AS TO FORM:

CITY OF WICHITA, KANSAS

MICHAEL PEPOON
Acting County Counselor

JEFF LONGWELL, Mayor

KAREN SUBLETT, City Clerk

Jennifer Magaña, City Attorney and Director
of Law

APPENDIX A – SOUTHWEST TRANSPORTATION SERVICES AGREEMENT

TRANSPORTATION SERVICES AGREEMENT

This Transportation Services Agreement (this "Agreement") made and entered into this ____ day of _____, 2015, by and between Southwest Airlines Co. ("Southwest"), and Sedgwick County, Kansas (the "County"; and together with Southwest, the "Parties", and each a "Party").

WITNESSETH:

WHEREAS, the County has requested that Southwest operate flight services between Mid Continent Airport in Wichita, Kansas ("ICT") and certain other airports that Southwest serves, to be agreed upon by the County and Southwest; and

WHEREAS, Southwest has agreed to operate flight services between ICT and (a) Chicago Midway International Airport in Chicago, Illinois ("MDW"), (b) Dallas Love Field in Dallas, Texas ("DAL"), and (c) McCarran International Airport in Las Vegas, Nevada ("LAS", and together with MDW and DAL, the "Destinations", and each a "Destination"), subject to and upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual obligations and undertakings hereinafter set forth, the Parties agree as follows:

1. Effective July 1, 2015, Southwest will operate daily scheduled flight service between ICT and (a) MDW, (b) DAL, and (c) LAS, initially, as outlined on Exhibit A (the "Services"). The Parties agree that the Timetable attached hereto as Exhibit A sets forth the model of the services to be provided hereunder. The flight frequencies set forth in Exhibit A shall be the number of flights initially to be provided between each Destination and ICT and may be adjusted by Southwest to address market, weekend, and seasonal changes in demand. The flight times and aircraft type set forth in Exhibit A may be varied by Southwest from time-to-time.
2. Southwest will determine the fare levels and inventory allocations by fare level for all Services. Southwest agrees to use its normal marketing, promotion, revenue management systems, and passenger services at ICT and in-flight passenger amenities for the Services.
3. Southwest will include the Services provided herein in its published flight schedules and in its regular marketing, advertising, and distribution programs.
4. Southwest agrees to periodically consult with the County on the promotional efforts and performance of the Services.
5. The County shall not use the name, logo, or any other identifying images or marks of Southwest in any advertising material, promotional material, or other similar promotional activity of any sort or kind, whether undertaken directly or indirectly by the County, without the prior written consent of Southwest.
6. Southwest will be responsible for all operating expenses related to the Services provided herein, including, but not limited to, aircraft, crew, maintenance, insurance, fuel, ground services, reservations, and normal distribution. Southwest's operations pursuant to this Agreement, and its continuing obligations hereunder will be conducted under the authority of Southwest's air carrier certificate or operating certificate issued by the Federal Aviation Administration ("FAA") and under the economic authority issued to Southwest by the Department of Transportation. Southwest may and will only operate the Services in accordance with rules and regulations issued by the FAA, as such may be amended from time to time. Southwest will at all times have operational control of the aircraft.

7. In exchange for the Services, as provided in Paragraph 1, the County shall guarantee to Southwest the following minimum gross passenger revenues for each Block Hour (as hereinafter defined) (the "Block Hour Guarantee"):

- A. For Services between ICT and DAL, the Block Hour Guarantee shall not be less than (i) Seven Thousand Eight Hundred Twenty Five and No/100 Dollars (\$7,825.00), (ii) plus the applicable Fuel Adjustment or less the applicable Fuel Credit, (iii) plus five percent (5%) of the combined amount of 7.A(i) and (ii).
- B. For Services between ICT and MDW, the Block Hour Guarantee shall not be less than (i) Six Thousand Three Hundred Forty Nine and No/100 Dollars (\$6,349.00), (ii) plus the applicable Fuel Adjustment or less the applicable Fuel Credit, (iii) plus five percent (5%) of the combined amount of 7.B(i) and (ii).
- C. For Services between ICT and LAS, the Block Hour Guarantee shall not be less than (i) Six Thousand Eighty One and No/100 Dollars (\$6,081.00), (ii) plus the applicable Fuel Adjustment or less the applicable Fuel Credit, (iii) plus five percent (5%) of the combined amount of 7.C(i) and (ii).

Such amounts may be adjusted from time to time in accordance with Paragraph 9 of this Agreement.

8. Subject to any weekend or seasonal changes in demand, Southwest agrees to provide a minimum of four (4) flights each day, total, between ICT and one of more of the Destinations.

9. In order to reflect changes in the cost of providing the Services due to variations of fuel prices, the Block Hour Guarantee will be adjusted as follows:

- A. The Parties hereby establish a base "all-in" fuel price of Two and 60/100 Dollars (\$2.60) per gallon (the "Base Fuel Price").
- B. Each month, Southwest shall determine whether the actual all-in price of a gallon of fuel for each Block Hour was more or less than the Base Fuel Price, and shall make the following adjustments:
 - i. if the actual all-in price of a gallon of fuel for a Block Hour was more than the Base Fuel Price, Southwest shall add Eight Dollars (\$8.00) to the Block Hour Guarantee for each cent (\$0.01) for which the actual fuel price was more than the Base Fuel Price for that Block Hour (the "Fuel Adjustment"); or
 - ii. if the actual all-in price of a gallon of fuel for a Block Hour is less than the Base Fuel Price, Southwest shall subtract Eight Dollars (\$8.00) from the Block Hour Guarantee for each cent (\$0.01) for which the actual fuel price was less than the Base Fuel Price for that Block Hour (the "Fuel Credit").

10. Southwest shall calculate each "Block Hour" in accordance with its standard procedures. The estimated Block Hours between each Destination and ICT is as follows:

- A. Between DAL and ICT, Seventy (70) minutes (1 and 1/6 Block Hours);
- B. Between MDW and ICT, One Hundred Ten (110) minutes (1 and 5/6 Block Hours); and
- C. Between LAS and ICT, One Hundred Fifty (150) minutes (2 and 1/2 Block Hours).

Southwest and County agree that the estimated Block Hours for each Destination are based on optimum routings, forecast winds, and historical taxi times. The Parties agree that the above Block Hours are a seasonal estimate only and that actual Block Hours will vary by date and time due to uncontrollable factors such as weather conditions and air traffic control. Southwest reserves the right to adjust Block Hours as necessary to ensure schedule integrity. County agrees that Southwest's determination of actual Block Hours will be the basis for the Block Hour Guarantee, subject to periodic audits by the County as herein provided.

11. In addition to or in combination with those Destinations specified in Exhibit A, County agrees that Southwest may provide flights between ICT and other cities served by Southwest. Such flights will be included in the definitions of Services in this Agreement and shall be included in the Block Hour Guarantee. The amount of the Block Hour Guarantee and any other specific terms for each additional destination shall be set forth in a letter amendment to this Agreement, which shall be executed by Southwest and the County. The County agrees that with respect to any additional Services provided under this Agreement, Southwest will have the right to establish the initial scheduled Block Hours for the purposes of determining the Block Hour Guarantee and that all such scheduled Block Hours may be adjusted under the terms set forth herein.

12. At the end of each calendar month, Southwest will determine whether its actual, aggregate gross passenger revenues from ticket sales for Services between ICT the Destinations were less than the aggregate Block Hour Guarantee amounts ("Block Hour Shortfall") or greater than the aggregate Block Hour Guarantee amounts ("Block Hour Surplus"). The Block Hour Shortfall and Block Hour Surplus will be calculated by comparing the actual, monthly aggregate gross passenger revenue to aggregate Block Hour Guarantee amounts.

- A. In the event a Block Hour Shortfall occurs in any calendar month during the term of this Agreement, Southwest will provide a written report to the County setting forth the Block Hour Shortfall and the date(s) and route(s), associated with the Block Hour Shortfall. The report will contain the total gross passenger segment revenue and actual Block Hours per such flight(s) determined in accordance with Southwest's standard accounting procedures. Within thirty (30) days of its receipt of the Block Hour Shortfall report, the County will remit, in U.S. dollars, by wire transfer to Southwest, an amount equal to the Block Hour Shortfall.
- B. For any month in which there is a Block Hour Surplus, the amount of the Block Hour Surplus will be carried forward as a credit and applied to any Block Hour Shortfalls in subsequent months and/or contract periods.

Notwithstanding any other provision herein to the contrary, the County's obligations hereunder to remit to Southwest the Block Hour Shortfall(s) shall not exceed \$6,500,000.00 per year during the term of this Agreement.

13. The County shall have the right to require an audit of only those records of Southwest which relate to the accuracy of the Block Hour Shortfall, as calculated by Southwest. Such audits shall be performed by an independent third party audit firm, selected by mutual agreement of the Parties. The firm shall be engaged by Southwest, and the County shall reimburse Southwest the cost of such audit, up to an aggregate amount of \$25,000.00 per year. All such records of Southwest are proprietary materials of Southwest and the County shall keep any and all information contained therein confidential to the fullest extent permissible under the statutes of the State of Kansas relating to open records and open meetings. In the event of an audit, both the third party audit firm and County shall sign separate confidentiality agreements provided by Southwest, and Southwest shall determine what confidential information may be given to the County.

14. Southwest may terminate this Agreement upon thirty (30) calendar days' written notice if the County fails to remit the Block Hour Shortfall in substantial compliance with the terms of this Agreement and/or if changes in any applicable governmental regulations preclude operations with Southwest's existing fleet of aircraft.

15. The County may terminate this Agreement upon written notice to Southwest if Southwest reduces service

below the level described herein; if more than fifty percent (50%) of the outstanding voting stock of Southwest is sold to another airline; if Southwest files a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights; if Southwest consents to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights; or if an order is entered for relief against Southwest or a receiver, trustee or custodian is appointed for all or a substantial part of the property or assets of Southwest in any involuntary proceeding, and such order and/or appointment continues unstayed for any period of ninety (90) consecutive calendar days.

16. Either Party may terminate this Agreement upon written notice to the other Party in the event this Agreement is found to violate any laws, rules, regulations, or ordinances applicable to the County, Southwest, or the City of Wichita or any airport authority, or in the event any suit or other proceeding is brought which seeks or threatens to restrain or prohibit the transactions contemplated by this Agreement, seeks to obtain damages, or involves a claim that the consummation of which would result in the violation of any law, decree, or regulation of any governmental authority having appropriate jurisdiction.

17. The County or Southwest may terminate this Agreement at any time upon seventy five (75) calendar days' written notice.

18. The term of this Agreement shall commence on July 1, 2015, and shall terminate on June 30, 2016.

19. It is the intent of the Parties that the provisions of this Agreement are not intended to violate the Kansas Cash Basis Law (K.S.A. 10-1101, et seq.) (the "Cash Basis Law") or the Kansas Budget Law (K.S.A. 79-2925) (the "Budget Law"). Therefore, notwithstanding anything to the contrary herein contained, the County's obligations under this Agreement are to be construed in a manner that assures that the County is at all times not in violation of the Cash Basis Law or the Budget Law. Accordingly, the County's obligations hereunder will be subject to sufficiency of annual appropriations.

20. Southwest and County each agree to defend, indemnify and hold harmless the other, and each other's respective officers, directors and employees from and against any and all claims, damages, liabilities, losses, proceedings, judgments, costs and expenses (including without limitation reasonable attorney's fees) arising out of the performance by each of its obligations hereunder, except that, any indemnification by the County or Southwest pursuant to this provision shall not exceed 1.5 times the maximum annual contribution of \$6,500,000 by the County set out in Paragraph 13 above. The foregoing indemnity shall survive any expiration or termination of this Agreement.

21. All notices, demands, requests, consents, and approvals by either Party to this agreement shall be made in writing and sent by U.S. mail, or by recognized overnight courier, or by hand delivery, or by facsimile transmission (if confirmed by mail, overnight courier or hand delivery). All such notices shall be addressed as follows:

If to the County:

Chief Financial Officer
Sedgwick County
525 N. Main, Ste. 823
Wichita, KS67203
Tel: (316) 660-7591
Fax.: (316) 383-7729

With a copy to:

Sedgwick County Counselor
525 N. Main, Suite 359
Wichita, Kansas 67203
Tel: (316) 660-9340
Fax: (316) 383-7007

If to Southwest:

Southwest Airlines, Co.
Vice President-Airport Affairs
P.O. Box 36611
Dallas, TX 75235
Tel: (214)-792-4365
Fax: (214)-792-4224

22. This Agreement and any issue arising out of or relating to the Parties' relationship hereunder shall be governed by, and construed in accordance with the laws of the State of Kansas.

23. This Agreement constitutes the entire agreement and understanding between the Parties relating to the subject matter hereof, and any and all prior agreements, arrangements, understandings, or representations, oral or written, are merged into and superseded by the terms of this Agreement. This Agreement cannot be altered, amended or modified except by a writing signed by an authorized representative of each Party.

24. The obligations and undertakings set forth herein are severable, such that if any provision hereof is found to be invalid or unenforceable, such invalid or unenforceable provisions shall not affect the validity or enforceability of the remaining provisions.

25. Failure to insist on strict compliance with any provisions hereof by either Party shall not constitute a waiver of compliance with such provision nor preclude either Party from demanding strict compliance in the future.

26. This Agreement may not be assigned by either Party hereto.

27. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

28. **EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION.** In carrying out this Agreement, Southwest shall not deny any of the benefits or services of the program to any eligible participant pursuant to K.S.A. 44-1001 et seq.

- A. Southwest shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this agreement because of race, religion, color, sex, disability, national origin, or ancestry.
- B. In all solicitations or advertisements for employees, Southwest shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
- C. If Southwest fails to comply with the provisions of K. S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Southwest shall be deemed to have breached this contract and it may be canceled, terminated or

suspended, in whole or in part, by County.

- D. If Southwest is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Southwest shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by County.
- E. Southwest shall include the provisions of Subparagraphs A through D inclusively of this Paragraph 28 in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- F. The provisions of this Paragraph 28 shall not apply to a contract entered into by a contractor who:
1) employs fewer than four employees during the term of this contract; or 2) whose contracts with the County cumulatively total \$5,000.00 or less during the fiscal year of the County pursuant to K.S.A. 44-1031(c).

29. Each Party's obligation to perform under this Agreement shall be suspended if and for so long as the non-performance of such obligation shall be directly caused by a strike, lockout, labor trouble, act of God, inability to secure materials, restrictive governmental laws or regulations, enemy action, war, national emergency, riot, fire, or other similar exigency not the fault of the Party obligated.

30. The Parties each represent to each other that they have the right, power, legal capacity, and authority to enter into and perform their respective obligations under this Agreement, and no approvals or consents of any persons other than the Parties hereto are necessary in connection with it. The execution and delivery of this Agreement by the Parties has been duly authorized by the Parties' respective boards of directors or commissioners.

Remainder of Page Intentionally Left Blank
Signature Page Follows

IN WITNESS WHEREOF, the Parties hereto affix their duly authorized signatures as of the date set forth on the first page of this Agreement.

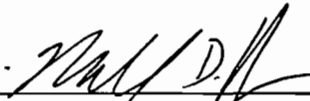
BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

ATTEST:

RICHARD RANZAU, Chairman
Commissioner, Fourth District

KELLY ARNOLD, County Clerk

APPROVED AS TO FORM:



MICHAEL D. PEGO
Acting County Counselor

SOUTHWEST AIRLINES CO.



Bob Montgomery
Vice President-Airport Affairs

EXHIBIT "A"

Southwest will operate the following service between Wichita and Chicago, Dallas, and Las Vegas.

Wichita – Origin:

<u>FLT</u>	<u>ORIG</u>	<u>DEST</u>	<u>Dept</u>	<u>Arr</u>	<u>Frequency</u>
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3	ICT	DAL	0545	0655	12345 7
1636	ICT	MDW	0940	1125	12345 7
31	ICT	DAL	1215	1325	12345 7
310	ICT	LAS	1410	1441	12345 7
5363	ICT	MDW	1840	2025	12345 7

Wichita--Destination:

<u>FLT</u>	<u>ORIG</u>	<u>DEST</u>	<u>Dept</u>	<u>Arr</u>	<u>Frequency</u>
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1636	DAL	ICT	0755	0905	12345
398	LAS	ICT	0915	1335	12345
31	MDW	ICT	1000	1145	12345 7
5363	DAL	ICT	1700	1810	12345 7
1506	MDW	ICT	2030	2220	12345 7

The flight frequencies set out in the timetables are representative of the flights to be provided in the identified city pair markets and may be adjusted to address overall market, weekend and seasonal changes in demand. The flight times set out in the timetable may be varied from time-to-time in accordance with Southwest's usual procedures and operational requirements.



Sedgwick County...
working for you

Kansas Affordable Airfares Program 2015 Annual Report to the Kansas Department of Commerce June 11, 2015

This report describes the results of the Kansas Affordable Airfares Program in Wichita / Sedgwick County during the 2015 state fiscal year. The source for many reported statistics is the US Department of Transportation, and as of this date most of the statistics have not yet been reported through the end of the state fiscal year. In all cases, the most recent reported data has been included in this report.

AIRLINE INDUSTRY OVERVIEW

The U.S. airline industry has been a scene of mergers and acquisitions over the past several years leading to the creation of mega airlines that dominate the market. Since each of the large airlines already had a nationwide hub network, the mega airline ends up with two airlines worth of hubs. Airlines have found it more efficient to route their passengers through a single hub per region and have downsized or eliminated hubs that are geographically close to each other. As a result, for many U.S. cities including Wichita, nonstop service to these former hubs has been eliminated. The United States had 63 large and medium-sized hub airports in 2013, down from 68 in 2005, according to the Federal Aviation Administration.

There are now only four major network carriers in the U.S. - American, Delta, Southwest, and United – and Wichita is fortunate to have all four.

2006 Airlines at Wichita:

- AirTran Airways*
- Allegiant Air
- America West*
- American Airlines
- Continental Airlines*
- Delta Air Lines
- Northwest Airlines*
- United Airlines

*AirTran was acquired by Southwest, America West was acquired by USAirways which was acquired by American, Continental was merged with United, and Northwest was merged into Delta.

2015 Airlines at Wichita:

- Allegiant Air*
- American Airlines
- Delta Air Lines
- Southwest Airlines
- United Airlines

*Allegiant is not a network carrier and does not offer daily service.

The criteria that was established in 2006 for the Kansas Affordable Airfares Program assumes that the airline industry remains constant; it is suggested that the criteria take into consideration the changes in the airline industry. For instance, the criteria of increased flight options is difficult considering the consolidation in the industry.

SEDGWICK COUNTY RESULTS

More flight options. More competition.

Southwest Airlines' entrance into the Wichita market has increased options in Wichita to three markets – Dallas Love, Chicago Midway, and Las Vegas. With the elimination of the Wright Amendment in October 2014, Southwest was able to expand service from Dallas Love Field. Access to these three markets impacts fares and connects passengers to a majority of destinations.

- Chicago Midway has 269 daily departures to 70 nonstop cities;
- Las Vegas has 220 daily departures to 61 nonstop cities;
- Dallas Love has 180 daily departures to 61 nonstop cities.

Southwest Airlines in Wichita gives Kansas passengers affordable access to their vast network. Southwest serves 94 destinations across the United States and six additional countries. Southwest Airlines operates more than 3,600 flights a day.

The following table shows destinations, flights and capacity since 2012:

Destination	2012 Flights	2012 Seats	2013 Flights	2013 Seats	2014 Flights	2014 Seats
Atlanta	2,750	256,139	2,064	185,093	1,357	141,201
Chicago-Midway			417	59,645	676	96,682
Chicago-O'Hare	2,840	137,692	2,806	135,200	2,528	128,808
Dallas-Love			418	58,847	683	97,243
Dallas/Fort Worth	1,388	194,320	1,534	194,474	1,406	179,505
Denver	2,095	183,384	1,437	127,314	1,618	136,932
Great Bend					289	2,601
Houston	1,554	77,700	1,597	80,141	1,623	82,907
Las Vegas	236	35,992	423	64,797	523	78,417
Los Angeles	28	4,200	263	19,358	385	29,466
Minneapolis	1,108	55,400	1,123	56,228	1,007	53,159
Phoenix	116	17,784	112	18,542	115	18,740
TOTALS	12,118	962,761	12,194	999,639	12,210	1,045,661

➤ **Highlights:**

- **97 more flights in 2014, a 1% increase over 2012**
- **82,900 more seats in 2014, an increase of 9%**
- **9 Nonstop destinations in 2012; 12 nonstop destinations in 2014**

Capacity.

The airline industry is continuing to practice capacity discipline, adding capacity during heavier travel seasons and reducing capacity during lighter travel seasons. The airlines are also replacing smaller regional jets with larger aircraft, but reducing frequency. This results in basically a zero change in available seats. As is shown in the following table, in Wichita, while flights have increased 1% from 2012 to 2014, available seats have increased 9%.

Airline Name	2012 Flights	2012 Seats	2014 Flights	2014 Seats
AirTran Airways Total	1,043	122,031	-	-
Allegiant Air Total	380	57,976	301	49,616
American Airlines Total	2,632	250,796	2,478	232,277
Continental Airlines Total	266	13,300	-	-
Delta Air Lines Total	2,818	189,658	2,364	194,360
Frontier Airlines Total	609	58,766	-	-
SeaPort Airlines Total	-	-	289	2,601
Southwest Airlines Total	-	-	1,724	246,114
United Airlines Total	4,370	270,234	5,054	320,693
Grand Total	12,118	962,761	12,210	1,045,661

Fare and Passenger Impact.

Southwest Airlines competes directly with United Airlines and American Airlines on the Chicago route, and with American Airlines on the Dallas route (although Southwest serves different airports). Southwest and Allegiant both serve Las Vegas, however, Allegiant's service is not daily and does not offer connections. With Las Vegas being our top market, having daily nonstop service on Southwest to that hub is crucial. Southwest began service June 2013. In order to show comparisons of fare and passengers impacts before Southwest started service to today, the table below compares third quarter 2012 with third quarter 2014.

Destination	2012 Q3 Average Fare	2014 Q3 Average Fare	2014 v. 2012 Fare Change	2012 Q3 Passengers per Period	2014 Q3 Passengers per Period	2014 v. 2012 Pax Change
Chicago-O'Hare	\$215	\$177	-18%	6,523	6,269	-4%
Chicago-Midway	\$178	\$130	-27%	210	4,899	2231%
Avg/Total:	\$196	\$153	-22%	6,733	11,168	66%
Dallas/Fort Worth	\$265	\$129	-51%	3,525	4,945	40%
Dallas-Love	\$232	\$99	-57%	5	3,470	68482%
Avg/Total:	\$249	\$114	-54%	3,530	8,415	138%
Las Vegas*	\$112	\$115	3%	11,693	12,288	5%

➤ Highlights

- **Chicago fares are down 22%; passengers up 66%**
- **Dallas fares are down 54%; passengers up 138%**
- **Las Vegas fares are up 3%; passengers up 5%.**

***Las Vegas was served by low-cost carrier Allegiant prior to Southwest starting service to Las Vegas, so fares are not impacted as much. Allegiant does not offer daily service with connections.**

According to the Department of Transportation, Bureau of Transportation Statistics, Wichita's fare was **30.5% less** in the 4th quarter of 2014 than it was in the fourth quarter of 2000 (prior to the start of the Affordable Airfares Program, which operated until 2006 without state funding), and **4% less** than in 2012. The 4th quarter 2014 fare was up just .5% from 4th quarter 2013. This compares to a U.S. average fare increase of 2%. Passenger traffic is 31% higher in 4Q 2014 than 4Q 2000, and was up 2% from 4Q 2013.

	4Q 2000	4Q 2011	4Q 2012	4Q 2013	4Q 2014	2000-2014	2013-2014
Inflation Adjusted Avg Fare at Wichita	\$565.42	\$419.24	\$407.91	\$390.83	\$392.71	30.5%	0.5%
Non-Directional O&D Passengers at Wichita	145,033	177,495	177,348	186,583	190,704	31.0%	2.0%

Source: U.S. DOT Origin & Destination

To illustrate the significance of Wichita's fare decrease from 2000 to 2014, compare the fare change at Kansas City, Oklahoma City, Tulsa, and the U.S. average fare in the table below. Wichita had the largest decrease from 2000 to 2014. Wichita's average fare dropped 4% from 2012 to 2013 which is attributed to Southwest Airlines' competition. Wichita's fare is now less than two of its three competitors, Oklahoma City and Tulsa, and in line with the U.S. average fare.

INFLATION ADJUSTED FARES, 4Q 2000 – 4Q 2014							
	4Q 2000	4Q 2011	4Q 2012	4Q 2013	4Q 2014	% Change 2000-2014	% Change 2013-2014
U.S. average fare	\$458.93	\$383.31	\$382.72	\$384.93	\$392.66	-14.4%	2.0%
Kansas City	\$378.89	\$346.33	\$359.43	\$366.11	\$371.85	-1.9%	1.6%
Oklahoma City	\$412.80	\$415.70	\$414.63	\$403.44	\$415.13	0.6%	2.9%
Tulsa	\$407.88	\$429.13	\$440.04	\$427.35	\$426.79	4.6%	-0.1%
Wichita	\$565.42	\$419.24	\$407.91	\$390.83	\$392.71	-30.5%	0.5%

Note: Fares are based on domestic itinerary fares. Itinerary fares consist of round-trip fares unless the customer does not purchase a return trip. In that case, the one-way fare is included. Fares are based on the total ticket value which consists of the price charged by the airlines plus any additional taxes and fees levied by an outside entity at the time of purchase. Fares include only the price paid at the time of the ticket purchase and do not include other fees paid at the airport or onboard the aircraft. Averages do not include frequent-flyer or "zero fares" or a few abnormally high reported fares.

To further illustrate the importance of Southwest Airlines in the Wichita market, the chart below shows the impact on fares and passengers to Atlanta and Denver after AirTran and Frontier discontinued service. Without Southwest's competition in the market, we can expect fares to all markets to increase substantially.

Destination	Q1 2013		Q1 2014		% Diff	
	Passengers	Fare	Passengers	Fare	Passengers	Fare
Atlanta	9,162	\$152	5,126	\$245	-44%	61%

AirTran exited the Atlanta market 6/1/2013

Destination	Q3 2012		Q3 2013		% Diff	
	Passengers	Fare	Passengers	Fare	Passengers	Fare
Denver	10,308	\$112	5,391	\$209	-48%	87%

Frontier exited the Denver market 11/15/2012

Usage at Eisenhower Airport.

Airport 'retention rates' are the percentage of air travelers residing in an airport's catchment area that use that airport. 'Leakage' is the term used to refer to passengers residing in the catchment area that use a more distant airport. In 2001, Wichita's retention rate was 56%.

Based on the most recent catchment study for the year ending September 2012, Wichita's retention rate has increased to 76.4%. The analysis examined data contained in Airline Reporting Corporation tickets with zip codes in the 150-mile radius of Wichita. In addition, the study examined tickets purchased within a 100-mile radius around Garden City. Data includes:

- Traditional travel agent data reported by the zip code of the travel agency
- Online travel agent data (sites such as Orbitz) reported by the customer zip code used to purchase the ticket
- Captured for the analysis were nearly 320,000 tickets, including both domestic and international traffic using one of the following airports: Wichita, Kansas City, Oklahoma City, Tulsa, Manhattan, Fayetteville/Springdale, Dodge City, and Garden City

The study shows that Wichita sees some benefit from reverse leakage:

- 13.8% from the Manhattan Primary catchment area
- 25.4% from the Oklahoma City Primary catchment area
- 34.9% from the Dodge City/Garden City Primary catchment area
- 26.0% from the Tulsa Primary catchment area

Over the Thanksgiving holiday in 2014, a tag survey of cars parked in the parking lots at Wichita Eisenhower National Airport reveal:

- 36% of users were from Kansas counties other than Sedgwick
- 41% of users were from Sedgwick County
- 22% of users were from out of state (this includes rentals as well as personal vehicles, but all are users of the airport).

Economic Benefit.

The method that has been used to determine fare savings is a simple calculation of multiplying the difference in fares times the enplaned passengers. In the most recent full year, 2014, the 733,115 passengers who departed from Eisenhower Airport saved an estimated \$127,635,322 because of the Affordable Airfares Program. Since 2002 the accumulated fare savings is estimated to be \$1,574,546,597.

Time Frame	Enplaned Passengers	BTS Inflation Adjusted Avg Fares	Diff. from 2000 Passengers	Diff. from 2000 Fares	Fare Savings
YE 2000	560,963	\$580.51			
YE 2001	510,407	\$544.42			
YE 2002	592,899	\$423.51	31,936	(\$157.00)	(\$93,085,143)
YE 2003	657,173	\$379.24	96,210	(\$201.27)	(\$132,269,210)
YE 2004	692,163	\$407.27	131,200	(\$173.24)	(\$119,910,318)
YE 2005	678,483	\$431.16	117,520	(\$149.35)	(\$101,331,436)
YE 2006	684,178	\$461.30	123,215	(\$119.21)	(\$81,560,859)
YE 2007	722,443	\$421.16	161,480	(\$159.35)	(\$115,121,292)
YE 2008	746,812	\$412.60	185,849	(\$167.91)	(\$125,397,203)
YE 2009	706,305	\$359.73	145,342	(\$220.78)	(\$155,938,018)
YE 2010	731,210	\$372.77	170,247	(\$207.74)	(\$151,901,565)
YE 2011	723,747	\$405.73	162,784	(\$174.78)	(\$126,496,501)
YE 2012	713,421	\$410.44	152,458	(\$170.07)	(\$121,331,509)
YE 2013	709,430	\$407.74	148,467	(\$172.77)	(\$122,568,221)
YE 2014	733,115	\$406.41	172,115	(\$174.10)	(\$127,635,322)
TOTAL SINCE 2002	9,091,379				(\$1,574,546,597)

Notes:

- Low-fare service began in 2002; the 9/11 attack skewed fares and passenger traffic. 2000 is used as the base year throughout.
- Passengers are one-way
- Source for Passengers: U.S. DOT Origin & Destination
- Source for Fares: U.S. Bureau of Transportation Statistics
- BTS average fares are based on the total ticket value which consists of the price charged by the airlines plus any additional taxes and fees levied by an outside entity at the time of purchase. Fares include only the price paid at the time of the ticket purchase and do not include other fees, such as baggage fees, paid at the airport or onboard the aircraft. Averages do not include frequent-flyer or "zero fares" or a few abnormally high reported fares.

This is only an estimate and does not take into consideration Wichita's fare relative to the US average fare fluctuations, which is very difficult to determine. One methodology adjusts fare differences between the US and ICT, which results in estimated cumulative fare savings of \$493,309,409 since 2002. Another methodology adjusts fare differences at ICT only, which results in estimated cumulative fare savings of \$938,276,073 since 2002. Regardless of the method used, the conclusion can only be that passengers using the Wichita / Sedgwick County airport have enjoyed substantial fare savings since 2002 as a result of the Affordable Airfares Program.

In 2009, the State of Kansas commissioned an economic impact study to measure the impact of aviation in Kansas. In that study, 2,325 jobs were supported by spending from commercial air service visitors using Wichita. Annual payroll as a result of spending by commercial air service visitors using Wichita amounted to \$52,135,400. Total output related to commercial air service

visitors using Wichita in 2009 amounted to \$189,416,300. (Output, or economic activity, is defined as annual gross sales and average annual capital expenditures for on-airport businesses and activities). This was accomplished despite the economic downturn causing passenger traffic to drop 7% from the total of the prior year.

Submitted by:

Chris Chronis
Chief Financial Officer
Sedgwick County, Kansas
525 N. Main, Ste. 823
Wichita KS 67203
316.660.7130
Chris.Chronis@sedgwick.gov

City of Wichita
City Council Meeting
July 14, 2015

TO: Mayor and City Council

SUBJECT: Community Event Ordinance Amendment and Race/Organized Walk Permit Regulations (All Districts)

INITIATED BY: Division of Arts and Cultural Services

AGENDA: New Business

Recommendation: Place the ordinance on first reading and adopt the Race/Organized Walk Permit Regulations.

Background: During 2013, the Division of Arts and Cultural Services began work to streamline the Community Event process. It had been observed that the process was cumbersome and had become a deterrent to those wishing to hold a community event. Additionally, the Division of Arts and Cultural Services had noticed a steady increase in the number of races organized within the City creating a burden and inconvenience for residents and business owners. Over the last year, the Division of Arts and Cultural Services met with representatives from City departments, run promoters and held two public meetings to discuss issues related to the impact of races and other community events to residents and business. The division also met with each of the District Advisory Boards (DABs) to hear their concerns and suggestions. The concerns common to all groups included the need for better communication about race events, posting of routes and signage, a more user friendly approach to all community events and the need to better regulate all races and organized walks.

Analysis: Based on the information gathered, the Law Department has prepared ordinance amendments to Chapter 3.11 of the City Code regulating Community Events. These changes include:

- Changing attendance trigger to 250 persons at any one time for all Community Events;
- Creating a separate category of “race events;”
- Defining race events;
- Exempting events occurring at the Wichita Dwight D. Eisenhower National Airport, Colonel James Jabara Airport and Museum of World Treasures from the requirement to obtain a Community Event permit; and
- Creating separate administrative regulations applicable to race events contained in a document entitled “City of Wichita Race/Organized Walk Permit Regulations.”

The “City of Wichita Race/Organized Walk Permit Regulations,” are established pursuant to the authority of the Manager of the Division of Arts and Cultural Service and provide rules for the execution of race events that are designed to provide some relief from the burden and inconvenience of race events on City residents. Major provisions in the new regulations include:

- Use of pre-approved routes;
- Requirement of promoters or organizers to notify all residents and property owners within a timely manner when a race will close their street;
- Set hours of operations during which race events can begin; and
- The use of a preferred client approach to schedule dates and routes for events.

Financial Consideration: None.

Legal Consideration: The Law Department has prepared and approved as to form the proposed Ordinance amendments and the “City of Wichita Race/Organize Walk Permit Regulations.”

Recommendation/Actions: It is recommended that the City Council place the ordinance on first reading and adopt the Race/Organized Walk Permit Regulations.

Attachments: Ordinance, Delineated Ordinance and City of Wichita Race/Organized Walk Permit Regulations

ORDINANCE NO. 50-039

AN ORDINANCE AMENDING SECTIONS 3.11.020, 3.11.038, 3.11.040 AND 3.11.180, AND CREATING SECTION 3.11.185 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO COMMUNITY EVENTS AND THE ADOPTION OF ADDITIONAL REGULATIONS FOR RACE EVENTS AND REPEALING THE ORIGINALS OF SECTIONS 3.11.020, 3.11.038, 3.11.040 AND 3.11.180 OF THE CODE OF THE CITY OF WICHITA, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Section 3.11.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Definitions. (a) *'Applicant'* means any person who has filed a written application for a community event or street closure that is responsible for conducting the event and the responsible organization, corporation or other group on whose behalf the individual is requesting the permit.

(b) *'Chief of Police'* means the Chief of Police for the City of Wichita and his or her designee.

(c) *'Church'* means private property utilized on a regular basis, but in no case less than a weekly basis, for worship services including, without limitation, a synagogue or mosque.

(d) *'City'* means the City of Wichita.

(e) '*Closure of streets*' means the restriction of vehicular traffic to a street or roadway or portion thereof, and includes the manual control of traffic at intersections by police.

(f) '*Community event*' means an outdoor event on public or private property or which occurs in City of Wichita parks with an expected attendance at any one time during the event of 250 or more persons, organized for a particular and limited purpose and time;

Such events shall include, but not be limited to: races, motor vehicle events, carnivals, festivals, community celebrations, shows, exhibitions, circuses and fairs. Such term shall also include parades when held in conjunction with a community event as defined by this section, which event is sponsored or conducted by the same applicant. Such term shall not include events, other than races, occurring solely on sidewalks or public rights-of-way immediately adjacent to public streets.

(g) '*Community event coordinator*' means the manager of arts and cultural services or his or her designee.

(h) '*Extraordinary police services*' means responsive police services which are in addition to and in excess of the normal police services provided to the location or off-site as a direct result of the event.

(i) '*Fire chief*' means the Fire Chief for the City of Wichita or his or her designee.

(j) '*Motor vehicle*' means every self-propelled vehicle other than a motorized wheelchair.

(k) *'Motorcycle'* means every motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground.

(l) *'Motor vehicle event'* means motorcades, automobile cruises, motorcycle runs, motorcycle rallies or parades in which more than 80% of the entries are motor vehicles.

(m) *'Parade'* means an organized procession of persons, motor vehicles, bicycles, floats, animals or large objects or any combination thereof traveling in unison along or upon a street or roadway in the City which requires the closure of streets or the regulation of vehicular traffic by law enforcement to prevent a conflict with the normal or regular flow of traffic upon the street or roadway.

(n) *'Park property'* means all grounds, roadways and land acquired and owned by the City and all grounds, roadways and land owned by the Board of Park Commissioners of the City of Wichita, Kansas, which are designated for use as a park or recreational facility by the city council and are under the management of the Department of Park and Recreation of the City of Wichita.

(o) *'Permit holder'* means the person who has been issued a community event permit by the City of Wichita.

(p) *'Person'* shall mean a natural person or a legal entity such as, but not limited to an individual, firm, association, joint stock company, partnership or corporation.

(q) *'Private property'* means all property that is located within the boundaries of the city, except for property that is owned by the city.

(r) *'Public property'* means any public land, outdoor park and outdoor recreational facilities, streets, highways, municipal parking lots, parkways or alleys, public spaces and rights-of-way within the city.

(s) *'Race'* means any organized activity:

(1) Involving running, walking, biking, jogging, and includes, but is not limited to, fun runs, wheelchair races, rollerblading, marathons and triathlons, and events involving other means of transportation;

(2) which is a scheduled public gathering of persons utilizing a fixed course that moves from one location to another when any portion of the event occurs on a public street, highway, trail, or sidewalk; and

(3) that is not held entirely within a City park or on privately maintained property, roads or streets.

This term does not include 'parades' as that term is defined herein and are events regulated pursuant to Chapter 3.14 of this Code.

(t) *'Street'* or *'highway'* means the entire width between property lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular traffic. Where the word "highway" or the word "street" is used in this title, it means street, avenue, boulevard, thoroughfare, trafficway, alley and any other public way for vehicular travel by whatever name unless the context clearly indicates otherwise.

(u) *'Superintendent of central inspection'* means the Director of the Sedgwick County, Kansas Metropolitan Area Building and Construction Department or his or her designee.

(v) *'Temporary entertainment district'* means a defined area, which includes city streets and public sidewalks, on which the city council has authorized the sale, possession or consumption of alcoholic liquor for a specified period of time, during a community event which has been properly licensed under this chapter.

(w) *'Vehicle'* means every device in, upon or by which any person or property is or may be transported or drawn upon a street, highway or roadway.”

SECTION 2. Section 3.11.038 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Exceptions. With the exception of Section 3.11.050 regarding street closures, the provisions of this Chapter shall not apply to the following activities:

1. Community events conducted by the City of Wichita.
2. Events consisting only of a parade, whether regulated or exempted by the provisions of Section 3.14.020 of the Code of the City of Wichita.
3. Funeral processions as regulated by Chapter 3.74 of the Code of the City of Wichita.
4. Outdoor events occurring at permanent amusement parks licensed pursuant to Chapter 3.20 of the Code of the City of Wichita.

5. Social or political protests, rallies, gatherings, assemblies or vigils occurring on public property, which consist solely of the displaying of signs or banners, singing and the delivering of speeches.
6. Outdoor events held at a members-only facility where no extraordinary police services are required.
7. Events held entirely inside the Lawrence-Dumont Stadium.
8. Farmers Markets licensed pursuant to Chapter 3.94 of the Code of the City of Wichita.
9. Auctions as regulated by Chapter 3.36 of the Code of the City of Wichita.
10. Performances of Street Performers as defined and regulated by Chapter 10.36 of the Code of the City of Wichita.
11. Sporting events, contests, practices or tournaments occurring at sport complexes or playing fields where the scope of the event is limited to the sporting event for which the property is designed to be utilized.
12. Events held at a private residence or in a residential neighborhood by persons residing in that neighborhood where no admission is charged, and no extraordinary police services are required.
13. Outdoor events conducted by or on behalf of a church, public or private schools, colleges or universities, when conducted entirely on the property of such church or school and where no extraordinary police services are required.

14. Event held entirely on the grounds of Botanica, the Wichita Gardens, CityArts, Exploration Place, Kansas Aviation Museum, Kansas Firefighters Museum, Mid-America All-Indian Center, Old Cowtown Museum, Wichita Area Treatment Education and Remediation Center (WATER), Wichita-Sedgwick County Historical Museum, Wichita Art Museum, ~~and~~ the Wichita Boathouse/Kansas Sports Hall of Fame, Wichita Dwight D. Eisenhower National Airport, Colonel James Jabara Airport and Museum of World Treasures.”

SECTION 3. Section 3.11.040 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Authority of the Community Events Coordinator. The Community Events Coordinator is authorized to:

- (a) Administer and apply this Chapter;
- (b) Represent the City, under the authority of the City Manager, in discussions and in establishing agreements with applicants;
- (c) Review applications for community event permits;
- (d) Deny applications for community events;
- (e) Issue community event permits; and
- (f) Establish, under the authority of the City Manager, any implementing regulations/guidelines consistent with this Chapter and other provisions of the Municipal Code applicable to the event. Said regulations/guidelines, and any amendments thereto, shall be considered to be terms and/or conditions for an

event or permit placed on the event by the Community Events Coordinator, and failure by an applicant or promoter of an event to follow such regulations or to conform to any such terms and/or conditions shall be grounds for denial or revocation of a permit as set forth in Sections 3.11.090(g) and 3.11.105(b) of this Code and any amendments thereto.”

SECTION 4. Section 3.11.180 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“**Administrative regulations.** The Community Events Coordinator, or her/his designee, may adopt administrative regulations that are consistent with and that further the terms and requirements set forth within this Chapter. All such administrative regulations must be in writing, and failure of an applicant or event promoter to comply with any administrative regulation pertaining to such applicant’s or promoter’s event shall be grounds for denial of a subsequent permit as set forth in Section 3.11.090(g) of this Code and any amendment thereto; and shall further be grounds for revocation of a permit as set forth in Section 3.11.105(b) and any amendments thereto.”

SECTION 5. Section 3.11.185 of the Code of the City of Wichita is hereby created to read as follows:

“**Races – Administrative Regulations and Guidelines Applicable.** In accordance with and pursuant to Sections 3.11.030, 3.11.040 and 3.11.180 of this Code, the Manager of Arts and Cultural Services has developed and adopted administrative regulations and guidelines applicable to community events which are races, as that term

is defined in Section 3.11.020(s) and amendments thereto. These regulations are set forth in a document titled, “City of Wichita Race/Organized Walk Permit Regulations,” and are hereby adopted and made part of this Chapter as if fully set forth herein. Violations of, or failure to comply with such regulations, shall be grounds for denial of a subsequent permit as set forth in Section 3.11.090(g) of this Code and any amendment thereto. Additionally, violations of, or failure to comply with such regulations shall also be considered grounds for revocation of a permit as set forth in Section 3.11.105(b) of this Code and any amendments thereto. These regulations, and any amendments thereto, shall be published on the City’s website and a copy thereof made available in the office of the Arts and Cultural Services Division.”

SECTION 6. The originals of Sections 3.11.020, 3.11.038 3.11.040 and 3.11.180 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 7. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2015.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magaña, City Attorney and
Director of Law

CITY OF WICHITA RACE/ORGANIZED WALK

PERMIT REGULATIONS

Adopted _____, 2015

1.0 Objective: To regulate the use of streets, sidewalks, highways and other City right-of-way for all race events that require a permit under the Code of the City of Wichita (City Code). Race events are an important contributor to the quality of life for Wichita and are a welcome activity in our community. The following regulations are adopted in order to clarify the use of public rights-of-way and city property for such events with the purpose of protecting the health and public safety of citizens, limiting the inconvenience to residents, businesses, places of worship and learning and other regular users of public facilities and property, establishing a straightforward and accountable process for event organizers, and enabling public agencies to manage these events in a cost-effective and well-coordinated manner.

2.0 Scope: These regulations apply to races as that term is defined in Section 3.11.020(s) of the City Code: **Race means any organized activity: (1) Involving running, walking, biking, jogging, and includes, but is not limited to, fun runs, wheelchair races, roller-blading, marathons and triathlons, and events involving other means of transportation; (2) which is a scheduled public gathering of persons utilizing a fixed course that moves from one location to another when any portion of the event occurs on a public street, highway, trail or sidewalk; and (3) that is not held entirely within a City park or on privately maintained property, roads or streets. This term does not include ‘parades’ as that term is defined herein and are events regulated pursuant to Chapter 3.14 of this Code.**

3.0 Authority: These Regulations are adopted pursuant to Section 3.11.040 and 3.11.180 of the City Code. In the event that any regulation herein is inconsistent with the provisions set forth in Chapter 3.11 of the City Code, the regulations in this document shall be deemed applicable to community events that meet the definition of a race, as that term is defined in the City Code.

4.0 Permit required: In order to use public streets, highways, roads, trails, sidewalks or any public right-of-way, a permit must be obtained and the regulations in this document and the provisions of Chapter 3.11 must be followed.

5.0 City’s Responsibility:

5.1 Review and Approval of Applications: As set forth in Section 3.11.030, the Manager of Arts and Cultural Services or his or her designee (hereinafter “The Manager”) is directed to carry out the provisions of this document. All applications for race events will be submitted through the Community Event permitting process as established by The Manager. The Manager shall also consult with and assemble as necessary a Community Events Task Force that will act as an administrative review committee to provide input on the review and approval of race event applications as required by this document.

5.2 Pre-approved routes. The Manager has identified a number of different routes for race events within Wichita, utilizing public streets, sidewalks, trails and right-of-way that City staff have determined will have a limited impact on the community. Event promoters are not required to use pre-approved routes, but approximate resources and requirements associated with traffic control for each pre-approved route are available to event applicants. The City may add additional routes to the list of those that are pre-approved as such routes are presented and administratively approved.

5.3 Approval of longer race routes. All routes for race events that are more than 5 kilometers will be reviewed administratively on an individual basis.

5.4 Communication of race information. The Manager will provide information to the public on scheduled races by supplying information to local media about such events. The Manager will also provide such information to be placed on the calendar maintained on the Run Wichita website or to any other group that provides a central repository for details about race events occurring in Wichita.

5.5 Availability of City staff. The Manager will maintain a list of City staff for coordination, notification and collaborative purposes that includes representatives from the various City departments who are necessary to the coordination of race events.

6.0 Application and Scheduling of Event:

6.1 Application required with traffic control plan. A Community Event application for a race event must be completed and filed with The Manager as set forth in Section 3.11.060 of the City Code.

6.2 Traffic Control Plan. In addition to the information required by the Community Event application, the Applicant shall submit a detailed Traffic Control Plan to be reviewed by City staff. Failure to do so will result in denial of a race event Permit. Such plan shall include:

- The proposed route, including a complete list of roads, sidewalks, trails and right of way to be used. The start and finish lines and direction in which the race event participants will move should be indicated.
- A routing plan that shows the streets or portions thereof requested to be closed to vehicular traffic during the race event. This should include a plan to resolve any potential conflicts with people needing access to residences, businesses, gathering places and any public facilities.
- Proposed locations for barricades, signs, volunteers and police.
- Directional signage during a race event will comply with the provisions of Section 3.11.140 of the City Code. All barricades must be manned with either police or volunteers and City staff will work with the applicant to determine where police will be required. **Only certified law enforcement officers may direct traffic on the streets and highways of the City of Wichita. Private Security Officers or citizens may not engage in such activity.**

- The timeline of the street closures. The City can assist in this determination.
- The plan should take into account that a 15-foot wide emergency access lane is required throughout the event site.
- The plan should take into account that pedestrian access must be maintained on public sidewalks throughout the route.

6.3 Time limits for applications. An application for a race event must be turned in no later than 60 calendar days in advance of the date of the race event. No application for a race event will be accepted more than 180 calendar days in advance of the event.

6.4 Late applications. In the discretion of The Manager, an application that is filed less than 60 calendar days in advance of the date of a race event but more than 45 calendar days in advance of the race event may be accepted with payment of an additional fee to expedite such late application, and if it is determined that there will be no unreasonable public safety concerns and that the race event can be effectively managed and accommodated by the various public agencies involved. Absolutely no application for a run event will be accepted by The Manager less than 45 calendar days in advance of the date of the race event.

6.5 Reservation of dates. A preferred client approach will be used to schedule both dates and routes for race events. Approval priority will be given as follows:

- First to recurring annual race events that have a history of 5 or more years with the City OR to a local promoter who has held successful race events and has at least 5 years of experience with race events;
- Second to race events being conducted by a local promoter for a charitable group that is a 501(c)3 organization and which has some sort of historical presence in the city, as determined by The Manager; and
- Third to local promoters who have a history of less than 5 years with the City.

6.6 Conflicts. If two or more applicants request the same date and/or route and none fall into a preferred category as set forth in Regulation 6.5, a lottery system will be used by The Manager to determine the scheduling of the event. However, if an application for a race event has been submitted for a specific date and/or route but is awaiting approval, no other applications will be accepted for that same date and/or route until a decision on the first application submitted has been made.

6.7 No confirmation of event until Permit is approved. The submittal of an application does not constitute a valid Permit. No date for a race event shall be considered confirmed until an Applicant has fully complied with all necessary requirements and the Permit has been approved and issued by the City.

7.0 Fees. Fees for all race events shall accompany the application and shall be subject to the provisions of Section 3.11.070(a) and (b) of the Code. Fees shall be in an amount as set forth in Resolution No. 09-175. Any race event application that is submitted less than 60 calendar days

in advance of the race event but more than 45 calendar days in advance of the race event shall require an additional administrative fee of \$75.00 to expedite the application.

8.0 Permit Process:

8.1 Planning meeting required. A meeting with all necessary City staff to review the race event and assess the site and traffic control plans may be required. Failure to attend such a meeting or failure to adhere to site or traffic control plans as permitted may result in the denial or revocation of the race event permit and non-issuance of future race event permits.

8.3 Insurance required. Applicants for race event permits must provide proof of compliance with the insurance requirements set forth in Section 3.11.130 of the City Code. Proof of insurance must indicate that coverage in the required amounts will be in effect **on the date of the race event** for a permit to be issued.

8.4 Notification policy. Street closures for race events must be approved by the City Council, and will follow the process set forth in Section 3.11.150 of the City Code with the following additional requirements:

- Written notification regarding street closures for run events shall be made to all property owners and occupants/residents affected by the street closing in such a manner that such notification is received no more than 6 weeks in advance of the date of the closure. Notification by email is an acceptable for compliance with this requirement.
- The content of all written notifications required by this regulation shall be approved in advance by The Manager.
- The notification should be prepared on paper or postcards using colors that are highly visible. In addition to the statement required by Section 3.11.150(b)(2) regarding contacting the City, the notice should include the name of the event, any sponsoring organization, the date and timeframe of the event, the name and contact information (phone number and email address) of the event organizer and any website associated with the event. The notice will also include the names of all streets that will be closed for the event, however, it will be deemed acceptable compliance with this requirement if the notice directs the recipient to a website that lists all streets that will be closed for the event.
- Proof of compliance with this requirement shall be provided by the applicant and will be strictly enforced before a race event permit is approved.
- All other provisions of Section 3.11.150(b)(2) are applicable to the written notice required to affected property owners and residents in advance of a race event provided, however, the request for street closure shall be set for a hearing in front of the City Council for final determination under the following circumstances:
 - For race events that are 5 kilometers in length or less, if either 10 or more business owners or 20 or more residents/occupants affected by the street closure object to or express disapproval thereof; or

- For races events over 5 kilometers in length, if 30% or more of any property owner or resident/occupant affected by the street closure object or express disapproval thereof.

8.5 Advance signage. Applicant will be responsible for placement of temporary advisory signs along the race event route at locations where the closure of the street may cause a significant impact on business, residents or persons using the street to be closed. City staff will make the determination regarding where and how many signs must be placed. All signs must be in place at least 14 days prior to the date of the race event. The City has signs that may be rented by applicants to be used for this requirement.

8.6 Clean up. The applicant is responsible for prompt clean-up of all public property utilized by a race event at the conclusion thereof, as set forth in Section 3.11.150 of the City Code. Additionally, any pavement markings on public property must be made in chalk or other temporary medium. If pavement markings remain visible after one month, the applicant will be required to pay for removal thereof.

9.0 Limitations on Race Events:

9.1 Limitation on events using same route. Race events using the same routes or routes within the same general geographic area, particularly those involving heavily used streets and highways, should not be scheduled on the same or subsequent days or on subsequent weekends.

9.2 Limitation on number of events on any given weekend. No more than one race event that involves a distance of over 10 kilometers or more will be scheduled in any one weekend. Scheduling of any race event may also be limited by the presence of other previously scheduled community events in the City. In imposing any such limits, The Manager will consider if there are public safety concerns or if the events can be effectively managed and accommodated by the various public agencies of the City.

9.3 Hours of operation for race events. Race events shall be scheduled only during the following hours:

- Between the hours of 7:00 a.m. and 10:00 a.m. on Saturdays
- Times for race events scheduled on Sundays and on weekdays shall be reviewed on an individual basis, taking into account public safety concerns and the impact of such race as far as inconvenience to residents, businesses, places of worship and learning and other regular users of public facilities and property.

9.4 Allowance for passage of emergency vehicles and/or other traffic. Any event website, brochure, course maps or other written information regarding a race event shall clearly state the following, **“Please note that non-contending/slower participants may be asked to stop along the course to allow traffic or medical/fire/police emergency vehicles to pass. Thank you for your cooperation, City of Wichita Community Event Office.”**

10.0 Review Process:

10.1 Criteria for issuance of Permit. A Community Event Application for a race event shall be administratively reviewed for approval pursuant to the criteria set forth in Section 3.11.080 of the City Code.

10.2 Additional criteria for approval of race events. In addition to the criteria set forth in Section 3.11.080, a race event permit may be denied by The Manager for any of the following reasons:

- Another event is scheduled at the same time/location.
- The Event does not comply with limitations set forth in Regulation 8 herein.
- The Traffic control plan submitted by the applicant does not comply with the requirements of Regulation 6.2.
- The applicant has failed to supply any of the documentation required by the regulations set forth in this document.
- The applicant has failed to comply with any of the regulations set forth in this document.

10.3 Denial of permit. An application for a race event permit may be denied by The Manager for any of the reasons set forth in Section 3.11.080 of the City Code. Additionally, a race event permit may be denied for failure to meet the additional criteria for approval set forth in Regulation 9.2 herein.

10.4 Appeal of denial of permit. Any applicant aggrieved by the denial of a community event race permit may file an appeal of such denial by following the process set forth in Section 3.11.110 of the City Code.

11.0 Revocation of permit:

11.1 Revocation process. Any community event permit issued for a race event may be revoked pursuant to the process set forth in Chapter 3.11.105 of the City Code. Additionally, a race event permit may be revoked for failure to meet the additional criteria for approval set forth in any Regulation in this document.

11.2 Appeal of revocation of permit. Any permit holder aggrieved by the revocation of a community event race permit may file an appeal of such revocation by following the process set forth in Section 3.11.110 of the City Code.

11.3 Fraudulent information. Willful submission of inaccurate, false or fraudulent information on an application for a permit for a race event or regarding any aspect of the permit process shall automatically revoke the permit.

12.0 Veto - Public Safety is Ultimate Concern:

12.1 Any portion or aspect of a race event may be vetoed by The Manager or any other City staff involved in the administrative review of such applications if, in the opinion of The

Manager or such staff, the portion or aspect of the race event poses an unreasonable risk of injury or danger to the public.

12.2 Such veto shall be exercised prudently and an event promoter will be given an opportunity to revise any objectionable portion of such event. However, public safety must ultimately be the responsibility of the Wichita Police Department and related public agencies.

13.0 Waiver of regulations - Public Safety: Unless otherwise stated, The Manager may, for good cause shown, waive certain requirements set forth in this document. However, because public safety is the highest priority, The Chief of Police and the Director of Public Works, or their authorized designee, will have final say over public safety requirements, including street closure requests.

14.0 Penalty:

Failure to comply with these Regulations, or failure to carry out any condition or requirement placed on a race event as allowed in these Regulations, may result in the denial of applications for future community event and race event permits as set forth in 3.11.090 of the City Code and amendments thereto.

15.0 Annual Policy Review.

The Manager will facilitate a review of this document by the Community Events Task Force and other pertinent City staff on an annual basis in light of the prior year's experience. Input from stakeholders will be solicited as a part of this process and suggested changes, if any, will be administratively reviewed for inclusion in these Regulations.

DELINEATED

06/29/2015

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 3.11.020, 3.11.038, 3.11.040 AND 3.11.180, AND CREATING SECTION 3.11.185 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO COMMUNITY EVENTS AND THE ADOPTION OF ADDITIONAL REGULATIONS FOR RACE EVENTS AND REPEALING THE ORIGINALS OF SECTIONS 3.11.020, 3.11.038, 3.11.040 AND 3.11.180 OF THE CODE OF THE CITY OF WICHITA, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Section 3.11.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: "**Definitions.**

(a) '*Applicant*' means any person who has filed a written application for a community event or street closure that is responsible for conducting the event and the responsible organization, corporation or other group on whose behalf the individual is requesting the permit.

(b) '*Chief of Police*' means the Chief of Police for the City of Wichita and his or her designee.

(c) '*Church*' means private property utilized on a regular basis, but in no case less than a weekly basis, for worship services including, without limitation, a synagogue or mosque.

(d) '*City*' means the City of Wichita.

(e) *'Closure of streets'* means the restriction of vehicular traffic to a street or roadway or portion thereof, and includes the manual control of traffic at intersections by police.

(f) *'Community event'* means:

(1) An outdoor event on public or private property or which occurs in City of Wichita parks with an expected attendance ~~for the duration of~~ at any one time during the event of ~~400~~ 250 or more persons, organized for a particular and limited purpose and time;

~~(2) Outdoor events on private property or which occur in City of Wichita parks with an expected attendance for the duration of the event of 250 or more people, organized for a particular and limited purpose and time.~~

Such events shall include, but not be limited to: ~~fun runs, roadway foot races, fundraising walks, bikeathons, races,~~ motor vehicle events, ~~bike races,~~ carnivals, festivals, community celebrations, shows, exhibitions, circuses and fairs. Such term shall also include parades when held in conjunction with a community event as defined by this section, which event is sponsored or conducted by the same applicant. Such term shall not include events, other than ~~fun runs or races,~~ occurring solely on sidewalks or public rights-of-way immediately adjacent to public streets.

(g) *'Community event coordinator'* means the manager of arts and cultural services or his or her designee.

(h) *'Extraordinary police services'* means responsive police services which are in addition to and in excess of the normal police services provided to the location or off-site as a direct result of the event.

(i) *'Fire chief'* means the Fire Chief for the City of Wichita or his or her designee.

(j) *'Motor vehicle'* means every self-propelled vehicle other than a motorized wheelchair.

(k) *'Motorcycle'* means every motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground.

(l) *'Motor vehicle event'* means motorcades, automobile cruises, motorcycle runs, motorcycle rallies or parades in which more than 80% of the entries are motor vehicles.

(m) *'Parade'* means an organized procession of persons, motor vehicles, bicycles, floats, animals or large objects or any combination thereof traveling in unison along or upon a street or roadway in the City which requires the closure of streets or the regulation of vehicular traffic by law enforcement to prevent a conflict with the normal or regular flow of traffic upon the street or roadway.

(n) *'Park property'* means all grounds, roadways and land acquired and owned by the City and all grounds, roadways and land owned by the Board of Park Commissioners of the City of Wichita, Kansas, which are designated for use as a park

or recreational facility by the city council and are under the management of the Department of Park and Recreation of the City of Wichita.

(o) *'Permit holder'* means the person who has been issued a community event permit by the City of Wichita.

(p) *'Person'* shall mean a natural person or a legal entity such as, but not limited to an individual, firm, association, joint stock company, partnership or corporation.

(q) *'Private property'* means all property that is located within the boundaries of the city, except for property that is owned by the city.

(r) *'Public property'* means any public land, outdoor park and outdoor recreational facilities, streets, highways, municipal parking lots, parkways or alleys, public spaces and rights-of-way within the city.

(s) *'Race'* means any organized activity:

(1) Involving running, walking, biking, jogging, and includes, but is not limited to, fun runs, wheelchair races, rollerblading, marathons and triathlons, and events involving other means of transportation;

(2) which is a scheduled public gathering of persons utilizing a fixed course that moves from one location to another when any portion of the event occurs on a public street, highway, trail, or sidewalk; and

(3) that is not held entirely within a City park or on privately maintained property, roads or streets.

This term does not include ‘parades’ as that term is defined herein and are events regulated pursuant to Chapter 3.14 of this Code.

(~~st~~) *'Street' or 'highway'* means the entire width between property lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular traffic. Where the word "highway" or the word "street" is used in this title, it means street, avenue, boulevard, thoroughfare, trafficway, alley and any other public way for vehicular travel by whatever name unless the context clearly indicates otherwise.

(~~tu~~) *'Superintendent of central inspection'* means the ~~Superintendent of Central Inspection~~ Director of the Sedgwick County, Kansas Metropolitan Area Building and Construction Department ~~for the City of Wichita~~ or his or her designee.

(~~uv~~) *'Temporary entertainment district'* means a defined area, which includes city streets and public sidewalks, on which the city council has authorized the sale, possession or consumption of alcoholic liquor for a specified period of time, during a community event which has been properly licensed under this chapter.

(~~w~~) *'Vehicle'* means every device in, upon or by which any person or property is or may be transported or drawn upon a street, highway or roadway.”

SECTION 2. Section 3.11.038 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: “**Exceptions.**

With the exception of Section 3.11.050 regarding street closures, the provisions of this Chapter shall not apply to the following activities:

1. Community events conducted by the City of Wichita.

2. Events consisting only of a parade, whether regulated or exempted by the provisions of Section ~~3.13.020~~ 3.14.020 of the Code of the City of Wichita.
3. Funeral processions as regulated by Chapter 3.74 of the Code of the City of Wichita.
4. Outdoor events occurring at permanent amusement parks licensed pursuant to Chapter 3.20 of the Code of the City of Wichita.
5. Social or political protests, rallies, gatherings, assemblies, or vigils occurring on public property, which consist solely of the displaying of signs or banners, singing and the delivering of speeches.
6. Outdoor events held at a members-only facility where no extraordinary police services are required.
7. Events held entirely inside the Lawrence-Dumont Stadium.
8. Farmers Markets licensed pursuant to Chapter 3.94 of the Code of the City of Wichita.
9. Auctions as regulated by Chapter 3.36 of the Code of the City of Wichita.
10. Performances of Street Performers as defined and regulated by Chapter 10.36 of the Code of the City of Wichita.
11. Sporting events, contests, practices or tournaments occurring at sport complexes or playing fields where the scope of the event is limited to the sporting event for which the property is designed to be utilized.

12. Events held at a private residence or in a residential neighborhood by persons residing in that neighborhood where no admission is charged, and no extraordinary police services are required.

13. Outdoor events conducted by or on behalf of a church, public or private schools, colleges or universities, when conducted entirely on the property of such church or school and where no extraordinary police services are required.

14. Event held entirely on the grounds of Botanica, the Wichita Gardens, City Arts, Exploration Place, Kansas Aviation Museum, Kansas Firefighters Museum, Mid-America All-Indian Center, Old Cowtown Museum, Wichita Area Treatment Education and Remediation Center (WATER), Wichita-Sedgwick County Historical Museum, Wichita Art Museum, ~~and~~ the Wichita Boathouse/Kansas Sports Hall of Fame, Wichita Dwight D. Eisenhower National Airport, Colonel James Jabara Airport and Museum of World Treasures.”

SECTION 3. Section 3.11.040 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: **“Authority of the Community Events Coordinator.**

The Community Events Coordinator is authorized to:

- (a) Administer and apply this Chapter;
- (b) Represent the City, under the authority of the City Manager, in discussions and in establishing agreements with ~~the~~ applicants;
- (c) ~~Establish, under the authority of the City Manager, any implementing~~

~~regulations/guidelines consistent with this Chapter, and other provisions of the Municipal Code applicable to the event.~~ (d) Review applications for community

event permits;

~~(e)~~(d) Deny applications for community events;

~~(f)~~(e) Issue community event permits; and

(f) Establish, under the authority of the City Manager, any implementing regulations/guidelines consistent with this Chapter and other provisions of the Municipal Code applicable to the event. Said regulations/guidelines, and any amendments thereto, shall be considered to be terms and/or conditions for an event or permit placed on the event by the Community Events Coordinator, and failure by an applicant or promoter of an event to follow such regulations or to conform to any such terms and/or conditions shall be grounds for denial or revocation of a permit as set forth in Sections 3.11.090(g) and 3.11.105(b) of this Code and any amendments thereto.”

SECTION 4. Section 3.11.180 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: “**Administrative regulations.**

The Community Events Coordinator, or her/his designee, may adopt administrative regulations that are consistent with and that further the terms and requirements set forth within this Chapter. All such administrative regulations must be in writing, and failure of an applicant or event promoter to comply with any administrative regulation pertaining to such applicant’s or promoter’s event shall be grounds for denial of a subsequent permit as set forth in Section 3.11.090(g) of this Code and any

amendment thereto; and shall further be grounds for revocation of a permit as set forth in Section 3.11.105(b) and any amendments thereto.”

SECTION 5. Section 3.11.185 of the Code of the City of Wichita is hereby created to read as follows: **“Races – Administrative Regulations and Guidelines Applicable.**

In accordance with and pursuant to Sections 3.11.030, 3.11.040 and 3.11.180 of this Code, the Manager of Arts and Cultural Services has developed and adopted administrative regulations and guidelines applicable to community events which are races, as that term is defined in Section 3.11.020(s) and amendments thereto. These regulations are set forth in a document titled, “City of Wichita Race/Organized Walk Permit Regulations,” and are hereby adopted and made part of this Chapter as if fully set forth herein. Violations of, or failure to comply with such regulations, shall be grounds for denial of a subsequent permit as set forth in Section 3.11.090(g) of this Code and any amendment thereto. Additionally, violations of, or failure to comply with such regulations shall also be considered grounds for revocation of a permit as set forth in Section 3.11.105(b) of this Code and any amendments thereto. These regulations, and any amendments thereto, shall be published on the City’s website and a copy thereof made available in the office of the Arts and Cultural Services Division.”

SECTION 6. The originals of Sections 3.11.020, 3.11.038 3.11.040 and 3.11.180 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 7. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2015.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magaña, City Attorney and
Director of Law

Agenda Item No. IV-3

**City of Wichita
City Council Meeting
July 14, 2015**

TO: Mayor and City Council Members

SUBJECT: Ordinance Amendment to Title 5, 5.38.035 and 5.38.040 of the Code of the City of Wichita Pertaining to Hotels and Rooming Houses

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Place the ordinance on first reading.

Background: The Code of the City of Wichita makes it illegal for a manager or operator of a hotel, motel or rooming house to refuse to allow police access to its registration records. The Code additionally requires motel/hotel operators to retain such information.

Analysis: The United States Supreme Court opinion in City of Los Angeles v. Patel was released June 22, 2015. The Court held that an ordinance requiring a motel/hotel employee to make the guest registration available to law enforcement was unconstitutional. The Los Angeles ordinance was similar to the City's ordinance in that the motel/hotel employee could be charged if he or she did not produce the documents for the police. The Supreme Court held that it was a violation of the 4th Amendment to force the employees to produce the information. The Court held that the police would need a warrant to search the records absent the consent of the motel/hotel employee.

The Court's opinion requires that certain provisions of the City's ordinance be repealed so that it is constitutional.

Financial Considerations: None.

Legal Considerations: The amendment has been prepared and approved as to form by the Law Department. The amendment is necessary in order to comply with the decision of the United States Supreme Court.

Recommendation/ Actions: It is recommended that the City Council place the ordinance on first reading and authorize all necessary signatures.

Attachment: Copy of the proposed ordinance.

First Published in The Wichita Eagle on _____

Delineated

6/25/15

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 5.38.020, 5.38.035 AND 5.38.040 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO HOTELS AND ROOMING HOUSES.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 5.38.020 of the Code of the City of Wichita, Kansas is hereby amended to read as follows: **“Register of transient guests to be kept; information to be shown.**

Every proprietor or manager of a hotel, rooming house, apartment house or any other place within the corporate limits of the city which caters to and permits transient guests for a consideration to occupy a room under his supervision shall maintain a register and require each transient guest to sign his name on the register, together with his home address. In the case of an organized group, for which all members' charges will be paid by the group's leader or organizer, the proprietor or manager may accept a list of the group members' names and home addresses in lieu of a separate registration for each guest. ~~Any such list shall be considered a part of the register subject to inspection under Section 5.38.040.~~ The proprietor or manager shall at the time of registering assign the guest to a room and enter the number of the room to which the guest is assigned on the register opposite the guest's name, together with the date of registration. When registration by group list is permitted, the assigned room number will be noted next to each party's name. ~~The group leader shall confirm the room assignments on the day of~~

~~registration by subscribing his or her signature, date and time of completion.~~ When the guest shall check out that fact shall be noted on the register by the proprietor or the manager, together with the date of leaving. All such entries shall be made in ink and shall not in any manner be erased, obliterated or defaced.”

SECTION 2. Section 5.38.035 of the Code of the City of Wichita, Kansas is hereby amended to read as follows: **“Registration of employees residing on premises.**

Any employee of a hotel, rooming house, apartment house, or any other place within the corporate limits of the city which caters to and permits transient guests to occupy a room, who resides or lives upon the premises shall be required to register with the proprietor or manager of said hotel, rooming house, or apartment house, and a suitable register will be maintained by said proprietor or manager. ~~and shall at all times be kept open to the inspection of any member of the police department upon request.”~~

SECTION 3. Section 5.38.040 of the Code of the City of Wichita, Kansas is hereby repealed.

SECTION 4. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of July, 2015.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magaña, Director of Law
and City Attorney

Clean

6/25/15

ORDINANCE NO. 50-040

AN ORDINANCE AMENDING SECTIONS 5.38.020, 5.38.035 AND 5.38.040 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO HOTELS AND ROOMING HOUSES.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 5.38.020 of the Code of the City of Wichita, Kansas is hereby amended to read as follows: **“Register of transient guests to be kept; information to be shown.**

Every proprietor or manager of a hotel, rooming house, apartment house or any other place within the corporate limits of the city which caters to and permits transient guests for a consideration to occupy a room under his supervision shall maintain a register and require each transient guest to sign his name on the register, together with his home address. In the case of an organized group, for which all members' charges will be paid by the group's leader or organizer, the proprietor or manager may accept a list of the group members' names and home addresses in lieu of a separate registration for each guest. The proprietor or manager shall at the time of registering assign the guest to a room and enter the number of the room to which the guest is assigned on the register opposite the guest's name, together with the date of registration. When registration by group list is permitted, the assigned room number will be noted next to each party's name. When the guest shall check out that fact shall be noted on the register by the proprietor or

the manager, together with the date of leaving. All such entries shall be made in ink and shall not in any manner be erased, obliterated or defaced.”

SECTION 2. Section 5.38.035 of the Code of the City of Wichita, Kansas is hereby amended to read as follows: **“Registration of employees residing on premises.**

Any employee of a hotel, rooming house, apartment house, or any other place within the corporate limits of the city which caters to and permits transient guests to occupy a room, who resides or lives upon the premises shall be required to register with the proprietor or manager of said hotel, rooming house, or apartment house, and a suitable register will be maintained by said proprietor or manager.”

SECTION 3. Section 5.38.040 of the Code of the City of Wichita, Kansas is hereby repealed.

SECTION 4. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 21st day of July, 2015.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magaña, Director of Law
and City Attorney

City of Wichita
City Council Meeting
July 14, 2015

TO: Mayor and City Council

SUBJECT: Modification of Old Town Parking District Boundaries (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: New Business

Recommendation: Adopt the resolution and set the public hearing for August 4, 2015.

Background: In 1991, the City adopted Charter Ordinance No. 138 permitting the establishment of parking districts to promote economic development. In 1992, the City used the authority provided by the charter ordinance to establish a parking district for Old Town. Through the Old Town parking district, the City has constructed public parking that is shared by the properties in Old Town. Property owners within the Old Town zoning overlay district receive an exemption from the on-site parking requirement if they pay a monthly fee to the City to have their parking provided by the parking district. In the years since the Old Town parking district was established, Old Town has expanded, but the Old Town parking district has not been expanded beyond the original boundaries of Douglas, Washington, Second Street, and the railroad overpass. On April 21, 2015, the City Council amended Charter Ordinance No. 138 to expressly state that the City has the authority to amend the boundaries of a parking district.

Analysis: The attached resolution sets a public hearing for August 4, 2015, for the City Council to consider proposed modifications to the boundaries of the Old Town parking district. The proposed boundaries are shown in Exhibit A of the attached resolution and are described as an area bounded by Douglas on the south; Wabash, between Douglas and First Street, and the north-south alley east of Washington, between First Street and Central, on the east; Central on the north; and the Atchison, Topeka and Santa Fe railroad tracks on the west.

The proposed boundaries of the Old Town parking district encompass more properties than are located within the Old Town zoning overlay district. This will allow property owners the flexibility to request a zoning change to the Old Town zoning overlay district in order to develop their property without providing on-site parking. Since exemption from the on-site parking requirement is tied to the Old Town zoning overlay district in addition to being located in the Old Town parking district, the public hearings required by a request for the zoning overlay district will provide the public ample opportunity to give input on any impacts of allowing a property an exemption from the parking requirements.

No property located within the Old Town parking district will be required to pay the parking fee to the City unless it is within the Old Town zoning overlay district and requests an exemption from the on-site parking requirement. Notice of the public hearing will be mailed to each property owner within the proposed new boundaries of the Old Town parking district.

Financial Considerations: Adoption of the resolution will not create financial obligations for the City.

Legal Considerations: The resolution has been reviewed by the Law Department and approved as to form.

Recommendations/Actions: It is recommended that the City Council adopt the resolution and set the public hearing for August 4, 2015.

Attachment: Resolution

RESOLUTION NO. 15-203

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS SETTING A PUBLIC HEARING FOR AUGUST 4, 2015, TO CONSIDER MODIFICATIONS TO THE BOUNDARIES OF THE OLD TOWN PARKING DISTRICT.

WHEREAS, by Charter Ordinance No. 138, passed October 22, 1991, and published October 25, 1991 and November 1, 1991, and a subsequent amendment of Charter Ordinance No. 138, passed April 21, 2015, and published April 24, 2015, and May 1, 2015, the City of Wichita, Kansas (the “City”) may establish and modify parking districts to promote economic development; and

WHEREAS, by Ordinance No. 41-621, adopted January 28, 1992, published January 31, 1992, and republished January 25, 1995, the City established the Old Town Parking District in an area bounded by Washington Street on the east, Douglas Avenue on the south, Second Street on the north and the Atchison, Topeka & Santa Fe railroad tracks on the west; and

WHEREAS, by Section III-C.4.c.(6) of the Wichita-Sedgwick County Unified Zoning Code the City waives the requirement to provide on-site parking if a property is zoned “OT-O” Old Town Overlay District and the property owner pays a fee to the City to provide the required parking in off-site public parking facilities in the Old Town Parking District; and

WHEREAS, additional public parking facilities and properties zoned “OT-O” Old Town Overlay District have been developed outside the original boundaries of the Old Town Parking District; and

WHEREAS, the City desires to make provision for future development of more public parking facilities and properties zoned “OT-O” Old Town Overlay District; and

WHEREAS, the City desires to call and conduct a public hearing under the provisions of Charter Ordinance No. 138, as amended, to consider proposed modifications to the boundaries of the Old Town Parking District as shown in Exhibit A and described as an area bounded by Douglas on the south; Wabash, between Douglas and First Street, and the north-south alley east of Washington, between First Street and Central, on the east; Central on the north; and the Atchison, Topeka & Santa Fe railroad tracks on the west.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Notice is hereby given that the City Council of the City will conduct a public hearing to consider the approval of modifications to the boundaries of the Old Town Parking District on August 4, 2015, at 9:00 a.m., or as soon thereafter as the matter can be heard, in the City Council Chambers, City Hall, 455 N. Main, Wichita, Kansas. At the public hearing, the City Council will receive public comment on the proposed modifications to the boundaries of the Old Town Parking District, and may, after the conclusion of such public hearing, consider the passage of an ordinance that modifies the boundaries of the Old Town Parking District pursuant to the provisions of Charter Ordinance No. 138, as amended.

SECTION 2. The City Clerk is hereby authorized and directed to provide for notice of the public hearing by mailing a copy of this Resolution to each owner of land within the proposed boundaries of the Old Town Parking District not less than 10 days before the date set for the public hearing.

ADOPTED by the Governing Body of the City of Wichita, Kansas, this 14th day of July 2015.

Jeff Longwell, Mayor

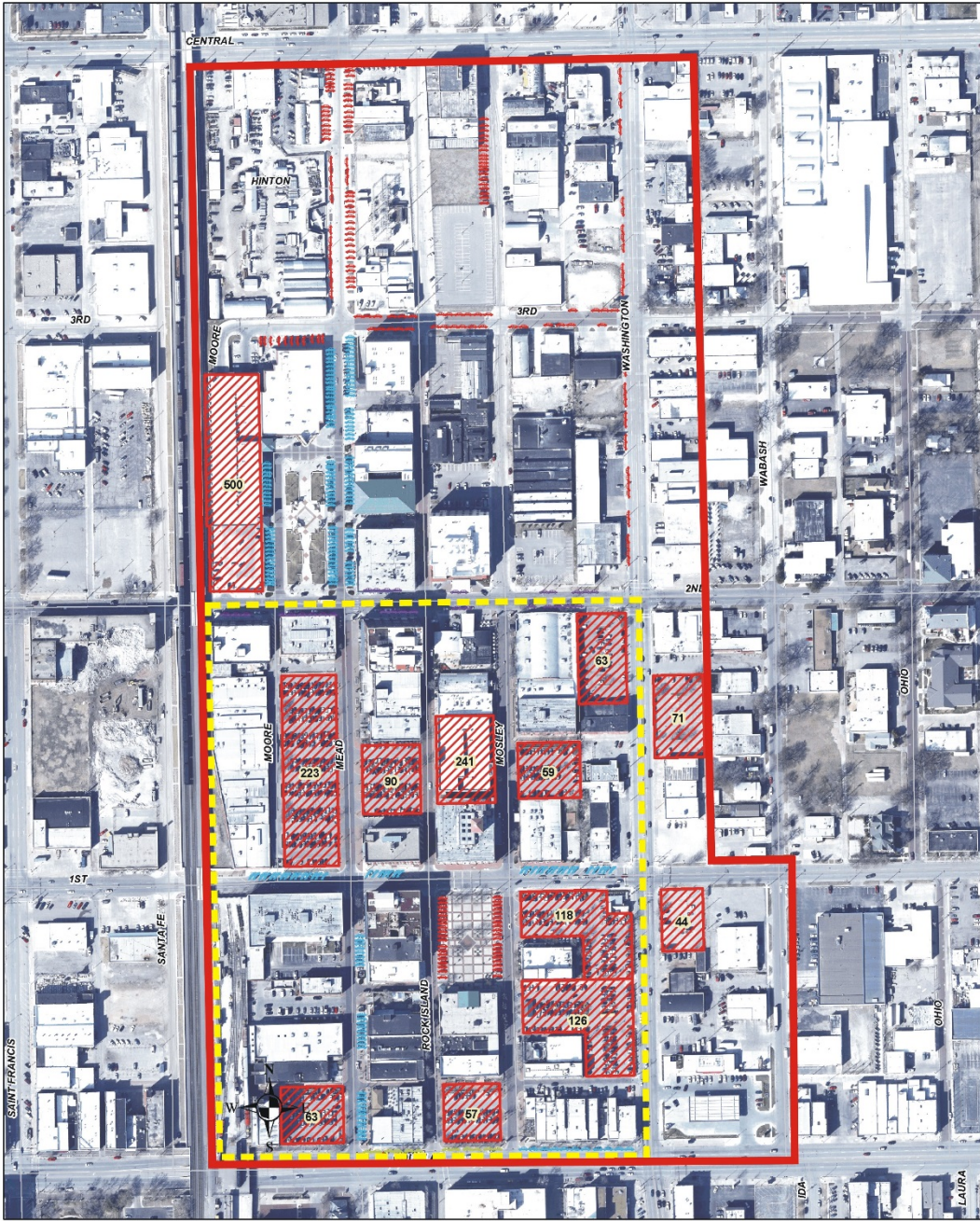
ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM

Jennifer Magana, City Attorney &
Director of Law

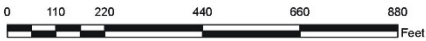
Exhibit A Proposed Old Town Parking District



Legend

- | | | | |
|--|---|--|------------------------|
| | Existing Old Town Parking District Boundary | | NW/SE diagonal 2 hour |
| | Proposed Old Town Parking District Boundary | | N/S 2 hour |
| | Daily Public Parking Access | | N/S 30 minute |
| | On-Street Parking | | 1 hour |
| | diagonal non designated | | N/S 1 hour |
| | N/S non designated | | NE/SW diagonal metered |
| | non designated | | NW/SE diagonal metered |
| | 3 hour | | metered |
| | NE/SW diagonal 2 hour | | N/S metered |
| | 2 hour | | |

Old Town Parking District Parking Totals	
Daily Public Parking Access	1,655
On-Street Parking	439
Total	2,094



Agenda Report No. V-1

City of Wichita City Council Meeting July 14, 2015

TO: Mayor and City Council

SUBJECT: ZON2015-00012 and CON2015-00010 – City Zone Change from SF-5 Single-Family Residential (SF-5) to LC Limited Commercial (LC) and Conditional Use to Permit a Self-Service Warehouse on Property Generally Located North of 29th Street North, One-Quarter Mile West of North Hoover Road (District V)

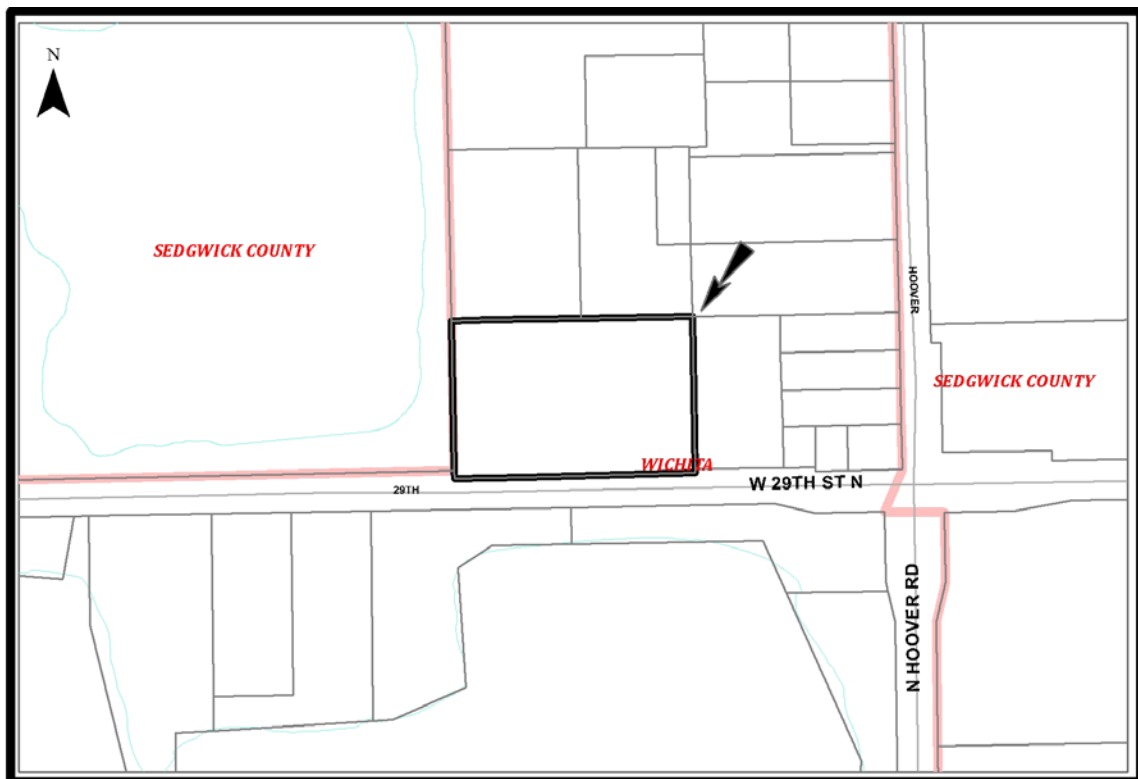
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendation: The MAPC recommended approval of the request at both of its hearings (11-0-1 and 11-0).

DAB Recommendation: District Advisory Board V recommended denial (6-1) at its first hearing; at the second hearing, DAB V recommended approval of the request (2-1). At its first hearing, District Advisory Board VI recommended denial of the request (5-2).

MAPD Staff Recommendation: Metropolitan Area Planning Department staff recommended approval of the request.



Background: The applicants are requesting a zone change from SF-5 Single-Family Residential to Limited Commercial (LC) for 4.94 acres of a 5.5 acre unplatted parcel, located one-quarter mile west of North Hover Road on the north side of West 29th Street North. In 1958, Sedgwick County zoned the four corners of the intersection to LC in anticipation of commercial development. The east portion of the parcel, approximately 0.45 acres, currently zoned LC, was part of the 1958 rezoning. In addition to the requested zone change to LC, the applicants have submitted a request for a conditional use to allow “warehouse/self-service storage” on the site (CON2015-10).

The applicants have submitted a site plan of the proposed building layout; internal vehicle circulation and the access onto West 29th Street North will be reviewed and approved during platting should ZON2015-00012 and CON2015-00010 be approved. Upon approval of ZON2015-12 and the subsequent CON2015-10, the applicants will be required to file and perfect a plat within one year and provide, if necessary, a revised site plan giving more detail including, but not limited to, landscaping, any proposed light poles and identification of customer and employee parking.

Final platting of the property north of the site (SUB2014-00042) was approved by Wichita City Council on March 24, 2015, (7-0 is zoned LI Limited Industrial and is a wrecking and salvage yard. Property east of the site is zoned LC and currently has a single family residence. The SF-20 zoned property west of the site has a conditional use to allow for sand and gravel extraction (CU-242). South of the site is Barefoot Bay Subdivision, which is zoned SF-5 Single-Family Residential and is developed with single-family residences.

Analysis: At the May 5, 2015, City Council meeting the case was sent back to the Metropolitan Area Planning Commission (MAPC). On June 4, 2015, the MAPC reviewed the application. Property owners in the notification area were present for comment to the MAPC. The applicants provided a PowerPoint presentation with elevation drawings of the buildings, signage and landscaping. The applicants committed to masonry entrance feature, masonry monument sign, masonry office building with hipped roof detail and a five- to 6-foot berm with landscaping along West 29th Street North.

The Barefoot Bay Neighborhood Association also presented a PowerPoint show of the area and again voiced concerns about the negative impact to property values in the area; increase in traffic and the use did not fit the residential neighborhood. The MAPC approved the application unanimously (11-0) subject to the following conditions:

- 1) The zone change and conditional use will not be final until the property is platted according to the Subdivision Regulations of the UZC.
- 2) Obtain all permits and inspections as required by the Metropolitan Area Building and Construction Department. All development will be subject to platting and be per City Code, including landscaping, code compliance and any other applicable standards.
- 3) The site shall be developed according to the landscape features, architectural details, fencing and monument signage as presented to the MAPC on June 4, 2015 which is included in the official record.
- 4) All improvements shall be complete within one year of the approval of the Conditional Use by the MAPC or the City Council.
- 5) The site shall be developed and operated in compliance with all federal, state and local rules and regulations.
- 6) If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, may, with the concurrence of the Planning Director, declare the Conditional Use null and void.
- 7) Even though the property is zoned LC, use of the property is limited to a “warehouse, self-storage,” as defined by the Wichita-Sedgwick County Unified Zoning Code, and subject to the development standards contained therein, and to the uses permitted by right in the SF-5 Single-Family (SF-5) zoning district.

Since the subject site is immediately adjacent to District VI, the District Advisory Board (DAB) VI heard the case on June 1, 2015. The applicants provided a PowerPoint presentation with elevation drawings of the buildings, signage and landscaping of the proposed self-storage facility. The Barefoot Bay Neighborhood Association also presented a PowerPoint show of the area and again voiced concerns about the negative impact to property values in the area; increase in traffic and the use did not fit the residential neighborhood. DAB VI voted (5-2) to deny the application.

The applicants and the Barefoot Bay Neighborhood Association presented PowerPoint shows to DAB V at the June 15, 2015 meeting. DAB V voted (2-1) to approve the application, but added a request to build a solid screening wall on the east property line.

Planning staff has received valid protests representing 47.98 percent of the net land area located with the protest area. Since the protests represent more than 20 percent of the net land area located within the protest area, a three-quarter majority vote is required to overturn the protests.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

Legal Considerations: The Law Department has reviewed and approved the ordinance as to form.

Recommendation/Actions: It is recommended that the City Council: 1) Concur with the findings of the MAPC and approve the zoning change and conditional use subject to the conditions enumerated, and adopt the findings of the MAPC and instruct the Planning Department to forward the ordinance for first reading when the plat is recorded (requires three-quarter majority vote) or 2) Deny the zoning and conditional use request by making alternative findings, and override the MAPC's recommendation (requires simple majority vote to override the MAPC's recommendation).

Attachments: MAPC minutes (2), Site Plan, DAB V memos (2), DAB VI memo, Protest Letters from Barefoot Bay property owners (3), Berkshire Hathaway Real Estate letter, Applicant PowerPoint Presentation (digital only), Barefoot Bay Neighborhood PowerPoint Presentation (digital only), Ordinance, Resolution and Protest Maps.

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2015-00012

Zone change from SF-5 Single-family Residential (SF-5) to LC Limited Commercial on approximately 4.94 acres (associated with CON2015-00010) described as:

Beginning 545 feet West of the Southeast corner of the Southeast Quarter; thence North 425 feet; thence West 600 feet, thence South 425 feet; thence East to the point of beginning Section 34, Township 26 Range 1 Est of the 6th P.M., Wichita, Sedgwick County, Kansas.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magana, City Attorney and Director Law

CONDITIONAL USE RESOLUTION NO. 15-211
CON2015-00010

WHEREAS, the Estate of Verna E. Cornwell, Ruggles & Bohm, P.A., c/o Chris Bohm, (Agent); pursuant to Section V-D of the Wichita-Sedgwick County Unified Zoning Code (herein referred to as Unified Zoning Code), requests a Conditional Use for a Warehouse, Self-Storage on 5.5 acres zoned LC Limited Commercial (“LC”) described as:

Beginning 545 feet West of the Southeast corner of the Southeast Quarter; thence North 425 feet; thence West 600 feet, thence South 425 feet; thence East to the point of beginning Section 34, Township 26 Range 1 Est of the 6th P.M., Wichita, Sedgwick County, Kansas.

WHEREAS, proper notice as required by the Unified Zoning Code and by the policy of the Metropolitan Area Planning Commission (hereinafter referred to as MAPC) has been given; and

WHEREAS, the MAPC did, at the meeting of April 2, 2015, consider said application; and

WHEREAS, the MAPC has authority to permit a Conditional Use, subject to any special conditions deemed appropriate in order to assure full compliance with the criteria of the Unified Zoning Code.

NOW, THEREFORE, BE IT RESOLVED by the Wichita City Council that this application be approved to exclude all uses by right in LC zoning district and allow a Conditional Use for a Warehouse/Self-Storage facility on 5.5 acres zoned LC Limited Commercial (“LC”) described as:

Beginning 545 feet West of the Southeast corner of the Southeast Quarter; thence North 425 feet; thence West 600 feet, thence South 425 feet; thence East to the point of beginning Section 34, Township 26 Range 1 Est of the 6th P.M., Wichita, Sedgwick County, Kansas.

Approved subject to the following conditions:

- 1) The zone change and conditional use will not be final until the property is platted according to the Subdivision Regulations of the UZC;
- 2) Obtain all permits and inspections as required by the Metropolitan Area Building and Construction Department. All development will be subject to platting and be per City Code, including landscaping, code compliance and any other applicable standards;
- 3) The applicant shall submit a revised site plan and elevation drawings for review and approval by the Planning Director, prior to the issuance of a building permit, per City standards, within one year of approval by the MAPC or the City Council. The site shall be developed according to the revised site plan;
- 4) All improvements shall be complete within one year of the approval of the Conditional Use by the MAPC or the City Council;
- 5) The site shall be developed and operated in compliance with all federal, state and local rules and regulations;
- 6) Prior to the issuance of an occupancy permit, a four to five-foot high landscaped berm is required to be installed along the site’s West 29th Street North frontage. Even though the property is zoned LC, use of the property is limited to a “warehouse, self-storage,” as defined by the Wichita-Sedgwick County Unified Zoning Code, and subject to the development standards contained therein, and to the uses permitted by right in the SF-5 Single-Family (SF-5) zoning district; and

- 7) If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, may, with the concurrence of the Planning Director, declare the Conditional Use null and void;

Adopted this 21st Day of July 2015

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magana, City Attorney and Director of Law

**EXCERPT MINUTES OF THE JUNE 4, 2015 WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION HEARING**

Case No.: ZON201500012 and CON2015-00010 - Estate of Verna E. Cornwell, Kenneth E. Cornwell and David Cornwell co-executors (owners) and Ruggles & Bohm (Chris Bohm) (Agent) request a City zone change from SF-5 Single-family Residential to LC Limited Commercial and City request for a Conditional Use for a self-storage warehouse on LC Limited Commercial zoning on property described as:

A tract beginning 545 feet West of the Southeast corner of the Southeast Quarter; thence North 425 feet; thence West 600 feet; thence South 425 feet; thence East to the point of beginning Section 34, Township 26, Range 1 West of the 6th P.M., Sedgwick County, Kansas.

BACKGROUND: The applicants are requesting a zone change from SF-5 Single-Family Residential (SF-5) to Limited Commercial (LC) for 4.94 acres of a 5.5-acre unplatted parcel, located west of North Hoover Road on the north side of West 29th Street North. In 1958, Sedgwick County zoned three of the four corners (northwest, northeast, southeast) of the intersection of North Hoover Road and West 29th Street North to LC in anticipation of commercial development. The east portion of the parcel, approximately 0.45 acre currently zoned LC, was part of the 1958 LC zone change. In addition to the requested zone change to LC, the applicants have submitted a request for a conditional use to allow “warehouse/self-service storage” on the site (CON2015-10).

The applicants have submitted a site plan of the proposed building layout, internal vehicle circulation and the access onto West 29th Street North that will be reviewed and approved during platting should ZON2015-00012 and CON2015-00010 be approved. Upon approval of ZON2015-12 and the associated CON2015-10, the applicants will be required to file and perfect a plat within one year, and provide a revised site plan giving more detail including, but not limited to, storm water drainage, landscaping, any proposed light poles and identification of customer and employee parking. The applicants have developed a more detailed site plan than was originally submitted. The new site plan will be provided at the second round of District Advisory Board (DAB) and Metropolitan Area Planning Commission (MAPC) hearings.

Property north of the site is zoned Limited Industrial (LI) and is used for wrecking and salvage. Property east of the site is zoned LC, and currently has a single family residence. The SF-20 zoned property located west of the site has a conditional use to allow sand and gravel extraction (CU-242). South of the site is West 29th Street. South of West 29th Street is the Barefoot Bay Subdivision, which is developed with single-family residences centered around a private lake.

Self-service storage warehouse facilities located in the LC zoning district are subject to the 19 development standards contained in the Wichita-Sedgwick County Unified Zoning Code (UZC) Article III, Section III-D.6.y (1)-(19). Not all of the development standards apply to this application, and the applicant may ask the City Council to waive specific supplementary use requirements. The self-service storage warehouse facilities supplementary use regulations are attached.

CASE HISTORY: At its regular meeting on April 2, 2014, the Wichita-Sedgwick County Metropolitan Area Planning Commission (MAPC) considered the case and heard from numerous concerned citizens. In general terms, the issues raised by the citizens were: increased traffic, child safety, storm water drainage, incompatibility of the use that close to single-family homes, property devaluation and lack of specifics regarding the appearance of the facility. Protest petitions representing 47.98 percent of the land area located within 200 feet have been submitted. The action of the MAPC was to **APPROVE** the request subject to the following conditions:

1. The zone change and conditional use will not be final until the property is platted according to the Subdivision Regulations of the UZC.
2. Obtain all permits and inspection as required by the Metropolitan Area Building and Construction Department. All development will subject to platting and be per City Code including landscaping, code compliance and any other applicable standards.
3. The applicant shall submit a revised site plan for review and approval by the Planning Director, prior to the issuance of a building permit, per City Standards, within one year of approval by the MAPC or the City Council. The site will be developed according to the revised site plan.
4. All improvements shall be completed within one year of the approval of the Conditional Use by the MAPC or the City Council.
5. The site shall be developed and operated in compliance with all federal, state, and local rules and regulations.
6. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.
7. Prior to the issuance of an occupancy permit, a four to five-foot high landscaped berm is required to be installed along the site's West 29th Street North frontage. Even though the property is zoned LC, use of the property is limited to a "warehouse, self-storage," as defined by the Wichita-Sedgwick County Unified Zoning Code, and subject to the development standards contained therein, and to the used permitted by right in the Single-Family (SF-5) zoning district.

DAB V heard the case at the April 21, 2015 meeting. Twenty to 30 neighbors attended the DAB meeting expressing concerns similar to those presented at the MAPC meeting. The DAB voted to deny the application (6-1).

At the close of the protest period, 47.98 percent of the valid protest area had submitted protest petitions. The Wichita City Council considered the case on May 5, 2015, and voted to send the case back for consideration to DAB V, DAB VI and the MAPC.

ADJACENT ZONING AND LAND USE:

NORTH:	LI	Wrecking and salvage use.
SOUTH:	SF-5	Single-family residences

EAST:	LC	Limited Commercial; currently developed with a single-family residence
WEST:	SF-20	County single-family; has a conditional use to allow sand and gravel extraction CU-242

PUBLIC SERVICES: The subject property has immediate access to West 29th Street North. North Hoover Road is located approximately 600 feet east of the subject site. West 29th Street North is a paved three-lane arterial street and Hoover Road is a paved two-lane arterial street. The 2030 Transportation Plan map, adopted by the Wichita City Council in March of 2000 depicts West 29th Street as a two-lane arterial. The site is currently served by a water well and municipal water is available approximately 135 feet west of the well. A city sewer connection is approximately 1,500 feet west of the site. The project would require provision of a septic system and a storm water retention lagoon.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan identifies this site as appropriate for “Urban Residential”; however, the abutting properties to the east and north are zoned LC and LI, respectively. The Commercial Locational Guidelines of the Comprehensive Plan recommends that commercial sites should be located adjacent to arterials and should have site design features, which limit noise, lighting, and other activity from adversely impacting surrounding residential areas. The conditions attached to a Conditional Use can address site design issues. The proposed use would be a low traffic generator at this location when compared to other uses permitted by right in the LC district. Self-service warehouses generate approximately 2.5 average daily trips per 1,000 square feet of floor area. Strip retail sales generate 43 average daily trips per 1,000 square feet of floor area.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the proposed zone change and conditional use for warehouse/self-storage be **APPROVED**, subject to Sec. III-D.6.y and the following conditions:

- 1) The zone change and conditional use will not be final until the property is platted according to the Subdivision Regulations of the UZC.
- 2) Obtain all permits and inspection as required by the Metropolitan Area Building and Construction Department. All development will subject to platting and be per City Code including landscaping, building, fire, sanitation and zoning code compliance, including the applicable sections of Unified Zoning Code (UZC) Article III, Section III-D.6.y (1)-(19), and any other applicable standards.
- 3) The applicant shall submit a revised site plan for review and approval by the Planning Director, prior to the issuance of a building permit, per City Standards, within one year of approval by the MAPC or the City Council. The site will be developed according to the revised site plan.
- 4) All improvements shall be completed within one year of the approval of the Conditional Use by the MAPC or the City Council.
- 5) The site shall be developed and operated in compliance with all federal, state, and local rules and regulations.

- 6) If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.
- 7) Prior to the issuance of an occupancy permit, a four to five-foot high landscaped berm is required to be installed along the site's West 29th Street North frontage. Even though the property is zoned LC, use of the property is limited to a "warehouse, self-storage," as defined by the Wichita-Sedgwick County Unified Zoning Code, and subject to the development standards contained therein, and to the used permitted by right in the Single-Family (SF-5) zoning district.

The staff's recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** Land to the north is zoned LI and is a non-conforming wrecking and salvage yard. City Council has approved the final plat for the property north of the site to permit a legally conforming wrecking and salvage use. Property south of the site is zoned SF-5, and is developed with large lot single-family residences surrounding a private lake. Property east of the site is zoned LC and is developed with single family residences. West of the site, the property is zoned SF-20 and has a conditional use (CU-242) for sand and gravel extraction.
2. **The suitability of the subject property for the uses to which it has been restricted:** The east approximately 0.45 acre of the subject property is already zoned LC. The remainder of the application area is zoned SF-5. The site has been used for the placement of a recreational vehicle, which is not a legal use on the site as currently zoned. The application area abuts property to the north that is an active wrecking and salvage yard. Land to the east is zoned LC, which permits a wide range of retail commercial, office, multi-family residential and single-family residential uses by right. Land to the west is a spent sand pit. Given the wrecking and salvage use located to the north and the likelihood that at some point in time the LC zoned land located to the east will attract non-single-family development, the site's existing SF-5 zoning is unsuitable in the long run.
3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** Warehouse/self-storage developed per the recommended development standards will have a minimum negative effect on the surrounding area. Self-service warehouses are low traffic generators (approximately 2.5 average daily trips per 1,000 square feet of floor area compared to 43 average daily trips per 1,000 square feet for retail sales). The zoning code requires an on-site resident manager, setbacks, screening as well as other development standards. The development standards will minimize known impacts to adjoining properties.

4. **Conformance of the requested change to adopted or recognized Plans/Policies:** The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan identifies this site as appropriate for “Urban Residential.” As indicated above, the abutting properties to the east and north are zoned LC and LI, respectively. The LI site is an active wrecking and salvage yard, making it less likely that the site will be developed with single-family residences. The Commercial Locational Guidelines of the Comprehensive Plan recommends that commercial sites should be located adjacent to arterials and should have site design features, which limit noise, lighting, and other activity from adversely impacting surrounding residential areas. The conditions attached to a Conditional Use address identified concerns.
5. **Neighborhood support or opposition:** Property owners abutting and adjacent to the application area were present at both MAPC and DAB V meetings expressing opposition to the request based upon concerns dealing with: traffic, child safety, storm water drainage, incompatibility of the proposed use that close to single-family homes, property devaluation and lack of specifics regarding the appearance of the use. Protest petitions representing 47.98 percent of the land area located within 200 feet have been submitted.
6. **Impact on Community Facilities:** Existing road facilities are adequate. Any increased demand on community facilities can be addressed through platting.

EXERPTED UNIFIED ZONING CODE

Art. III, Zoning District Standards

Sec. III-D.6.y, USE REGULATIONS

y. Warehouse, Self-Service Storage, in GO and LC. Self-Service Storage Warehouse facilities shall be subject to the following standards when located within the GO or LC Districts.

- (1) A tract for such use located in the GO District shall be Contiguous with a less restrictive District.
- (2) The use must be located Contiguous to an arterial Street, and have direct access to the arterial Street, as designated in the *Transportation Plan* adopted by the Governing Bodies, and amended from time to time.
- (3) All buildings shall set back at least 35 feet from arterial Street Rights-of-Way lines. There shall be a minimum 20-foot Building Setback line from all other Streets, unless a platted Building Setback line would require a greater Setback.
- (4) Where the Lot is Contiguous to a residential zoning District, a landscaped Yard with a minimum depth of 15 feet shall be provided on the Lot Contiguous to the residential zoning District and a landscaped front Yard with a minimum depth of 15 feet shall be provided when within 100 feet of a residential zoning District or when across the street from a residential zoning District. The landscaping shall be in addition to any architectural Screening type Fences or face of the structures that shall be designed to Screen the use from the residential neighborhood. Such Fence, when required, shall be solid or semi-solid and constructed to prevent the passage of debris or light and constructed of either brick, stone, architectural tile, masonry units, wood or

other similar material (not including woven wire) and shall be not less than six feet or more than eight feet in height. The landscaped Yard may be reduced in depth to not less than the minimum Side and Rear Setback required by the property development standards of the applicable zoning District of the Lot when the Contiguous residential zoning District is occupied by any legal Nonconforming office, commercial or industrial Use, or when Adjacent to a property where an adopted zoning policy by the Governing Body is to look with favor on office, commercial or industrial zoning for the area.

(5) When the Development is in close proximity to residential development, the architectural design shall be submitted to the Planning Director for review and a recommendation to the Planning Commission as to whether or not the architecture is compatible with the surrounding development, and that adequate Screening is being provided. Sufficient copies of the preliminary design plans shall be provided so that a copy of such plans, after having been approved by the Planning Commission, may be retained in the MAPC case file and by the Zoning Administrator to ensure that final Development plans and construction comply therewith.

(6) Any side of the Building providing doorways to storage areas shall be set back from the property line at least 40 feet when Contiguous to a residential zoning District.

(7) Off-street Parking shall be required on the basis of one space for each 8,000 square feet of Floor Area in the facility plus one space for each employee, but in no case shall the number be less than five spaces.

(8) All driveways, parking, loading and vehicle circulation areas shall be paved with concrete, asphalt or asphaltic concrete or comparable hard surfacing material. Adequate bumper guards or Fences shall be provided to prevent the extension of Vehicles beyond property lines.

(9) All lights shall be shielded to direct light onto the Uses established and away from Adjacent property, but it may be of sufficient intensity to discourage vandalism and theft.

(10) All storage on the property shall be kept within an enclosed Building, unless a portion of the property or Lot is properly zoned to otherwise permit a designated area for outside storage.

(11) No activities such as miscellaneous or garage sales shall be conducted on the premises.

(12) The servicing or repair of Motor Vehicles, boats, Trailers, lawn mowers and other similar equipment shall not be conducted on the premises.

(13) Signs shall be limited to one per arterial Street frontage. Signs shall not exceed twenty feet in height nor exceed fifty square feet in gross surface area. Signs shall not project over any public right-of-way.

(14) All areas not paved in accordance with the requirements of this section shall be landscaped with deciduous and coniferous plant materials. The Landscaping plan shall be approved by the Planning Department. Maintenance of the Landscaping shall be sufficient to maintain it in good condition.

(15) The area shall be properly policed by the owner or operator for removal of trash and debris.

(16) The operation of such a facility shall in no way be deemed to include a transfer and storage business where the use of Vehicles is part of such business.

(17) A resident manager shall be required on the Site and shall be responsible for maintaining the operation of the facility in conformance with the conditions of approval.

(18) No more than 45 percent of the Lot Area shall be covered by Buildings.

(19) No individual or business shall lease more than 3,000 square feet of storage spaces.

DALE MILLER, Planning Staff presented the Staff Report. He reported that DAB V recommended denial at the 4-21-15 meeting by a vote of 6-1, and DAB VI recommended denial at the 6-1-15 meeting by a vote of 3-2. He said an issue that keeps coming up is whether 29th Street is an arterial and he clarified, according to the specific language in the Supplemental Use Regulations and map, 29th Street is a two-lane arterial street improved with two through lanes and a center left turn lane. He added that there have been questions about drainage and said Joe Hickle from, Public Works and Utilities, Storm Water was present to clear up any questions.

CHAIR GOOLSBY explained that since this case has already been heard by the Planning Commission he is looking for direction as to what the Commission would like to do in reference to public comment on the case.

DENNIS said since he was not at the hearing where the Planning Commission originally heard the case (although he has reviewed the minutes) he would like to hear what the community has to say on the item.

WARREN said he would not be interested in extending any time and that people should keep their comments within the allotted five minutes.

RAMSEY requested that no one repeat testimony that has already been heard by the Commission.

MILLER STEVENS asked staff to elaborate on the specifics that compelled the DAB decisions.

MILLER reported that the neighbors brought up the same issues that were discussed at the last Planning Commission. He said lack of specificity as to what the site will look like and how it will appear from the street was important to DAB V. He said that is one of the reasons the applicants created a PowerPoint presentation. He referred to the issues in the Revised Staff Report which were: the facility was out of character with the neighborhood; concerns about traffic, child safety; litter and debris from the site coming into the lake; fluids coming from the site polluting the lake, etc.

RICHARDSON asked who paid to pave 29th Street and what was the traffic count.

MILLER said the City paid 100% to pave 29th Street. He said 29th Street currently has 1,439 average daily trips.

DAILEY mentioned the abandoned airport on Hoover Road and asked how it was zoned.

MILLER said it is currently zoned SF-20 Single-family Residential with a conditional use.

JOE HICKLE, PUBLIC WORKS AND UTILITIES, STORM WATER said he was present to clarify some of the drainage issues. He referred to a slide presentation containing several graphics and aerials which he said will clarify drainage in the area. He referred to a graphic of the intersection of Hoover and 29th Streets. He commented that the pink lines show the City's storm water drainage system that drains to the west. He said the main line is on the south side of 29th Street and it flows to the west to almost the end of the sand pit where it comes to a manhole and is diverted through a hydrodynamic filter for water quality that was installed during the improvements to 29th Street and continues to flow into the lake to the south. He referred to a graphic of the various basins in the area flowing into lakes. He said the subject property in question is designed to drain into the south lake of Barefoot Bay. He said if the application is approved, the applicant will be required to have a storm water management permit and will have to meet water quality requirements and detention requirements. He concluded by stating that he believed the applicant was planning a dry pond on the site for detention as well as a deep inlet to trap debris so they won't get into the south lake.

RAMSEY asked if the drainage basin included the salvage yard.

HICKLE said some of that is draining into the sand pit to the north and some towards Barefoot Bay.

RICHARDSON asked staff to explain a dry detention pond and its purpose.

HICKLE said a wet pond typically has water in it all the time, but a dry pond only has water in it when it rains. He said a device would release water at appropriate times in accordance with the rules and requirements to meet the detention requirements.

RICHARDSON asked what was the appropriate rate for the release of water.

HICKLE responded not faster than the natural condition.

WARREN asked if the drainage plan would change depending on the zoning.

HICKLE said the same regulations to meet water quality and detention are required regardless of the zoning classification.

JIM ALBERTSON, ARCHITECT FOR THE APPLICANT referred to a slide presentation starting with an overall view of the area. He said after listening to neighbor's concerns they did further work on screening the project from 29th Street. He commented that the applicant lives in the area and wants to do a facility that will accommodate normal storage uses, the same as everyone's garage, to include cars, boats, play toys, etc. He showed several slides of surrounding properties including metal buildings, a trailer home, farm equipment and metal building panels which was the fence of the salvage/wrecking yard. He said there are no residential homes in front of the subject property, but there was residential property across the

street at the west end. He referred to a concrete plant on the other side of the lake and the sound which can be heard by the neighbors and the applicant on the north side of 29th Street. He referred to an aerial of the site with the project inserted into it. He said they will have a 30-foot deep landscape buffer along the entire frontage of 29th Street. He said previously they talked about 4-5 foot berms, but they are thinking it may be closer to 4-8 foot berms. He showed several depictions of the entrance to the site from the east and west. He said the facility will have stone pillars and walls, wrought iron fencing and it will be heavily landscaped. He said there will be a landscaped monument sign in front of the facility. He said they believe they have addressed all the issues that have been brought to their attention.

RAMSEY clarified that there would be no outside storage at the site.

ALBERTSON said absolutely not. He said any boats or watercraft will be stored inside units.

CHRIS BOHM, RUGGLES & BOHM, 924 NORTH MAIN, AGENT FOR THE APPLICANT said this site is on an arterial street, there is a salvage yard located north of the site, there is Limited Commercial zoning to the east of the site, and they know the entire neighborhood is developing over time with the advent of the new interchange at K-96 and Hoover Road one and one-half miles to the north. He said it is the Commission's and staff's duty to look at how zoning transitions and with LC to the east and a salvage yard to the north, they believe this is a beautiful transition. He said the neighbors have valid points that they have listened to and addressed and they believe made this a better project.

FOSTER asked how the applicant was going to address any pollutants that might leave the site.

BOHM referred to the dry detention pond to the east of the property. He mentioned the hydrodynamic separator that would keep liter and floatables from exiting the pipe. He said there is no specific requirement to treat for any particular substance. He said boats and jet skies are used on the lake so there is currently an issue with oil and gas from motors.

BROOKE GRIZZELL, 5937 WEST 29TH STREET NORTH referred to a PowerPoint presentation starting with her residence across the street from the application area. She said the presentation was a collaboration of concerns from all the neighbors. She said they took pictures of existing homes along 29th Street starting at the southwest corner of the intersection of Hoover Road and 29th Street. She referred to her home, several of her neighbor's homes (she mentioned how close homes in the First Addition are to 29th Street), the northwest corner of Hoover Road and 29th Street (she said although the area is zoned LC, there are three (3) single-family residences and the area has never been used in a commercial fashion), the unique sand pit lake west of the application area (she mentioned that approval of the warehouse storage would be destroying an opportunity for residential development), and the Ridgeport neighborhood. She referred to several slides of nearby storage facilities, two within a half-mile of this location. She mentioned that the monument sign referred to by the architect is not clearly communicated in any of the restrictions at this time. She pointed out that the fences at several of the other storage facilities don't shield you from the storage buildings.

GRIZZELL stated that the neighbors' main points of opposition are: 1) The property is currently zoned SF-5 and can be used that way. She said because the current owners have elected not to build a home on the site and use it for commercial to make more money off the sale of the land doesn't make it unsuitable for the way it is currently zoned. 2) She said rezoning from residential to commercial use does adversely affect surrounding property values. She said the advantage to one land owner who would benefit from this should not outweigh the harm to many existing residences. She said they have letters from two (2) realtors indicating that a self-storage facility would have a negative impact on surrounding residential properties. 3) She referred to an article from the Self-Storage Almanac that indicated that Wichita is a self-storage capital of the world with more self-storage units per square foot per person than 5 or 6 larger metro areas. She said Wichita has more than 160 self-storage units with an occupancy of 70%. She referred to a map indicating self-storage units within a five (5) miles of the site. 4) She said this will destroy a beautiful lakeside opportunity just to the west of the area. 5) She mentioned conformance to plans and policies and said the 2030 Functional Land Use Guide identifies the area as appropriate for residential and they respectfully request that it stay that way. 6) she said there are other permitted uses under SF-5 zoning and they were asked if they would prefer apartments or duplexes there, but they would like it to stay SF-5.

FOSTER asked if Ms. Grizzell knew when the \$100,000 offer for the property was made.

GRIZZELL said there was an offer of \$120,000 over a year ago and \$100,000 within the year.

DAVE CORNWELL, APPLICANT AND PROPERTY OWNER.

CHAIR GOOLSBY explained that if Mr. Cornwell wanted to speak he would be using the time from the agent's two (2) minute rebuttal. Mr. Cornwell opted to sit down.

MIKE EMMETT, 6510 FIGI said he was present on behalf of the owner of the sand pit to the west of the property. He said they had originally designed between 8-11 custom homes on that site and additional land they acquired north of the property. He said storage units right next door is going to affect how they proceed on this issue. He said he encountered a similar situation in Utah and property values dropped 20 percent. He said the fence at the site in Utah was eight (8) foot high but you could still see what is behind the fence. He said this will negatively affect property values.

RAMSEY asked for clarification that two-thirds of the sand pit lot are bordered by a salvage yard.

EMMETT indicated that was correct.

RAMSEY said and that doesn't negatively affect the development of the sand pit.

EMMETT said it does but that is not the issue that is on the table today.

GOOLSBY clarified that they planned on going ahead with the project knowing that there was LC and a salvage yard right next door to it.

EMMETT said the salvage operation is "non-conforming" and not approved.

MILLER indicated that the conditional permit for the salvage operation had been approved by the Commission and the applicants were in the process of completing the requirements.

MARY BRAND, 2606 NORTH SHORE COURT, PRESIDENT, BAREFOOT BAY HOMEOWNERS ASSOCIATION said she has concerns about the liability associated with the lake. She said during the summer she has the job of chasing kids out of the lake. She said it is an insurance liability for the HOA. She said if the storage facility goes through there will be multiple people visiting the facility and looking across the street at the lake thinking that they can go fish on it. She said that would not be allowed because the liability insurance won't cover anyone that is not part of Barefoot Bay. She asked that the Commission go with the neighborhood feedback. She said as President of the HOA she has to go with the majority whether she agrees or not. She said DAB V and VI both declined the request and asked why the Commission doesn't listen to them.

RAMSEY asked for clarification about people using the lake. He said he is struggling to understand that.

BRAND indicated that the more people that are aware of the lake, the more probability there is that kids will come there to fish and swim.

RICHARDSON commented that if this site was developed with single-family there would be permanent access to the lake from as many as 43 residences.

BRAND said they could visit with the neighbors and have a conversation about the lake being off limits, unlike being able to talk to any random person who visits the storage units.

DAILEY clarified that the lake is posted as private and the neighbors can call the police to take care of it.

BRAND said it is posted and she has called WPD, but it is not a high priority for the police.

SHELLY MOORE, 2764 NORTH NORTHSORE COURT she said there is plenty of other commercial property around the area that could probably be acquired. She said the direction this area is going is residential and sticking a storage unit in the middle of it doesn't fit the direction of development and growth. She said even though the corners are LC, and people have lived there for many, many years. She said when they moved in they knew what was around them, that there was SF-5 across the street and a private lake. She said both DAB's said they would not want this in their back yard. She said the detention pond also concerns her because she doesn't know of any other detention ponds in the area.

CHAIR GOOLSBY remarked that considering the renderings provided today, this would be an excellent buffer between the LI salvage yard and single-family residential.

MOORE said they are hopeful that there will be no more commercial next to them.

DAILEY remarked then the neighbors would rather see one single home on the land. He asked do they believe that someone is going to build a house that is compatible with Barefoot Bay residences next to a salvage yard?

MOORE said that would be ideal because SF-5 suits the area better. She said the storage units would not fit into the neighborhood.

MARK REHWINKEL, 2919 NORTH HOOVER said he has lived in the area for 16 years. He said the best room of his house is the back patio with a good view of the lake and mature trees and nature and they like it the way it is. He said having that disrupted with roof lines of storage units would not be a fun thing to look at. He also mentioned migratory birds in the area. He concluded by respectfully asking the Commission to decline the requested zoning change and listen to the DAB's.

DENNIS GRIZZELL, 6461 WEST 29TH STREET NORTH said he would build at the site if he had access to the lake. He said water access in Kansas adds value. He said his son and wife offered the applicant \$100,000. He mentioned that that he lived across the lake and did not hear the sound of the concrete plant. He mentioned the salvage yard and other things in the area that were developed 20, 30, 40 years ago. He said this entire area is going residential and that there are some beautiful residential areas around it. He said some of the old things that might have been eyesores are going out of business or being cleaned up. He said water control and water quality is a big issue in Kansas.

DAVE CORNWELL, 1229 WEST 48TH STREET SOUTH, PART OWNER AND APPLICANT he said he was shocked about the amount of people from Barefoot Bay who showed up at the last meeting that were against all this. He said before the salvage yard expansion came up the Grizzell's approached him about buying the place. He said a price was agreed on and he took it to his siblings. He said six (6) months later when the salvage yard expansion came up he got a petition and took it to the people who live along Hoover Road and 29th Street and they didn't really care but he thought Barefoot Bay residents would be on his side against the salvage yard because it would be 1,000 feet from their front door. He said no one would sign the petition or show up to the Planning Commission hearing when the salvage yard expansion was heard. He said once the salvage yard was okayed, they turned around and offered him one-half of what they originally agreed upon for sale of the land. He said that tells him why no showed up for the hearing on the salvage yard.

BOHM said the process works, the applicant has made concessions and they stand by what they presented at today's meeting.

DENNIS clarified several items, including the monument sign and no outside storage

BOHM explained that at the last Planning Commission meeting they offered the 30-foot landscape buffer along the north side of 29th Street. He said the Commission added the 5-6 foot berms. He said they stand by what they presented at today's meeting including the concept for the landscape plan as the minimum standard, the ground mounted monument sign, and the stone and wrought iron façade. He said if the Commission wants to incorporate those elements into a motion, they are more than happy to stand by it. He referred to the 16 items applicable to the warehouse storage. He concluded by saying they think this will be a beautiful transition between salvage and an arterial street and that they think it is a good use for the site.

RICHARDSON said he has driven the area and thought about the issue. He requested that his comments be included in the minutes to be forwarded to the City Council. He briefly summarized as follows.

Objections to the proposed use of the site seem to fall into three (3) categories

- Traffic and safety
- Drainage
- Property Values

1. Traffic

- a. The current traffic count on 29th St. is less than 1500 vehicles/day.
- b. Storage will generate less traffic than a fully developed SF-5 Project.
 - i. Storage generates 2.5 trips/day for each 1000 sf. of storage.
 - ii. Assuming the maximum allowed coverage of 45%
 - iii. Equates to 242 trips/day
- c. SF-5 Single Family Residential
 - i. 5000sf./unit = 43 units
 - ii. Generates 10 trips/day x 43 = 430 trips/day
- d. Arterial Street funding
 - i. The paving of 29th St. was entirely paid by the city-at-large to be used as an arterial street. Therefore it does not seem reasonable that 8 property owners, who were not assessed for their share, should have any particular consideration in determining the amount of traffic on the street.
 - ii. The 8 property owners fronting on 29th have a total street frontage of 3575 ft.
 1. ½ the cost of a residential street is \$70.00/lin. ft.
 2. Benefit to owners: 3575 x \$70.00 = \$250,320.00.
- e. Lack of limited access to 29th.
 - i. Similar exclusive developments have limited points of entry to the arterial street system and no individual driveways onto arterial streets. These developments use a frontage road system and/or minimum access points to limit exposure of residents to the arterial street system. Examples are:
 1. Crestview CC.
 2. Tall Grass CC
 3. Reflection Ridge.
 - ii. Perhaps the owners along the south side 29th might want to consider a frontage road using special assessments as the funding mechanism. This would provide the safety and low traffic volumes they desire.

2. Drainage

- a. The required storm water retention will result in the same amount of water release from the site as today in its undeveloped state.

3. Property Values

- a. None of the homes fronting on 29th have to drive by this site to reach Ridge Rd. All driveways are west of this property.
- b. The site adjoins the following:
 - i. A lake to which it has no access
 - ii. An arterial street
 - iii. Property zoned LC
 - iv. An active auto salvage business which was recently expanded.

- c. It is unreasonable to believe that a project will be built on the site that will enhance the value of \$1,000,000 homes.
- d. There are now homes, similar to those on 29th, adjacent to, and with access to Ridge Road so evidently traffic volume is not a value determinant for Barefoot Bay housing.

Summary

This project seems to be the ideal way to buffer million dollar homes from an active auto salvage business for the following reasons:

- Generates the fewest number of vehicle trips.
- Produces little if any noise.
- Releases no noxious odors.
- Required screening will make for a very low visual profile.

WARREN commented that Commissioner Richardson did a good job of summarizing the situation and expressed his views very well. He said if it wasn't for the salvage facility to the north, this issue would have a whole different complex and look to it. He said you can't expect that someone is going to want to build residential next to a salvage yard.

Several Commissioners expressed that they had ex parte communication regarding the application. (**WARREN, MILLER STEVENS, RAMSEY, B. JOHNSON, DENNIS, MITCHELL** and **GOOLSBY**).

NEUGENT said she appreciates the time and effort Commission Richardson put into his summary. She said she wanted to clarify that nothing said at today's meeting would make him want to change the report that he previously drafted.

RICHARDSON said no.

RAMSEY said he wanted to comment on the idea that there is so much storage available in the area. He said he and a business partner are looking at opening up a storage facility at 29th Street and Ridge Road because you can't find adequate storage for personal watercraft in the area. He said because they are living in a lake community they have boats, jet skis, etc. and storage for those items is not available. He said he can't imagine why the neighbors wouldn't want this.

DENNIS explained to the audience that he served on a DAB for over eight (8) years and the function of the DAB's is quite different than the function of the Planning Commission. He said DAB's express more feelings of community opposition, whereas the Planning Commission has to look at the Golden Rules and other items when making a decision. He said this would be a perfect buffer from nice homes to a salvage yard. He said the Commission looks at transitions from various zonings and things that can be done to mitigate different zoning. He mentioned the monument sign, landscaping, and berms. He said he understands the homeowners concerns but he feels this would be a perfect buffer so he supports having the storage facility at the site.

FOSTER asked if the architectural and landscape features presented today should be added to a motion or included in the Staff Report to give assurance that those things will occur when the site is developed

MILLER said yes, if the motion is to approve the application that the Commission require that the site be developed in compliance with what was presented by the architect at today's meeting.

FOSTER clarified that the salvage yard to the north takes industrial zoning all the way west to the sand pit lake.

MILLER said that was correct.

FOSTER clarified that the Commission has restricted uses on this site to this particular use. He asked if the business fails, what other uses are allowed on this site

MILLER said the applicant gave up all other uses except residential.

B. JOHNSON said he has been on the Commission over 20 years. He said he thinks the applicant has made a great effort to improve looks of the facility to improve the looks of the neighborhood.

MOTION: To approve subject to staff recommendation subject to what was presented by the architect today.

B. JOHNSON moved, **WARREN** seconded the motion, and it carried (11-0).

**EXCERPT MINUTES OF THE APRIL 2, 2015 WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION HEARING**

Case No.: ZON2015-00012 and CON2015-00010 – Estate of Verna E. Cornwell, Kenneth E. Cornwell and David Cornwell co-executors (owners) and Ruggles & Bohm, PA (agent) request a City zone change from SF-5 Single-family Residential to LC Limited Commercial and City request for a Conditional Use for a self-storage warehouse on SF-5 Single-family Residential zoning on property described as:

A tract beginning 545 feet West of the Southeast corner of the Southeast Quarter; thence North 425 feet; thence West 600 feet; thence South 425 feet; thence East to the point of beginning Section 34, Township 26, Range 1 West of the 6th P.M., Sedgwick County, Kansas.

BACKGROUND: The applicants are requesting a zone change from SF-5 Single-Family Residential to LC Limited Commercial for 4.94 acres of a 5.5 acre unplatted parcel, located west of North HoOver Road on the north side of West 29th Street North. In 1958, Sedgwick County zoned the four corners of the intersection to LC in anticipation of commercial development. The east portion of the parcel, approximately 0.45 acres, currently zoned LC, was part of that rezoning. In addition to the requested zone change to LC, the applicants have submitted a request for a conditional use to allow warehouse/self-storage on the site (CON2015-10).

The applicants have submitted a site plan of the proposed building layout, internal vehicle circulation and the access onto West 29th Street North will be reviewed and approved during platting should ZON2015-00012 and CON2015-00010 be approved. Upon approval of ZON2015-12 and the subsequent CON2015-10, the applicants will be required to file and perfect a plat within one year and provide a revised site plan giving more detail including, but not limited to, landscaping, any proposed light poles and identification of customer and employee parking.

Property north of the site is currently going through the process of rezoning to LI Limited Industrial and re-platting for use as wrecking and salvage (ZON2014-03, CON2014-001 and SUB2014-42). The Metropolitan Area Planning Commission (MAPC) has approved the zone changes subject to final platting. SUB2014-00042 is scheduled for Wichita City Council on March 24, 2015. Property east of the site is zoned LC and currently has a single family residence. The SF-20 zoned property west of the site with a condition use to allow for sand and gravel extraction (CU-242). South of the site is Barefoot Bay Subdivision, which is developed with single-family residences.

CASE HISTORY: This zone change application has been filed to change current zoning (SF-5) to LC. LC zoning allows warehouse/self-storage facilities with approval of CON2015-10. The land is currently undeveloped.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	Single-Family Residential; currently being re-platted to LI for wrecking and salvage use.
SOUTH:	SF-5	Single-family residences
EAST:	LC	Limited Commercial; currently developed with single-family residence

WEST: SF-20 County single-family; has a conditional use to allow warehousing
CU-242

PUBLIC SERVICES: The subject property has immediate access to West 29th Street North and North Hoover Road is approximately 600 feet east of the subject site. Both streets are two-lane arterial streets. Municipal water and sewer services and all other utilities are currently provided to the subject property.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan identifies this site as appropriate for “Urban Residential;” however, the abutting properties are zoned LC and recently rezoned LI. The Commercial Locational Guidelines of the Comprehensive Plan recommends that commercial sites should be located adjacent to arterials and should have site design features, which limit noise, lighting, and other activity from adversely impacting surrounding residential areas. The conditions attached to a Conditional Use can address site design issues. The proposed use would be a low traffic generator at this location.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the proposed zone change and conditional use for warehouse/self-storage be **APPROVED**, subject to Sec. III-D.6.y and the following conditions:

1. The zone change and conditional use will not be final until the property is platted according to the Subdivision Regulations of the UZC.
2. Obtain all permits and inspection as required by the Metropolitan Area Building and Construction Department. All development will subject to platting and be per City Code including landscaping, code compliance and any other applicable standards.
3. The applicant shall submit a revised site plan for review and approval by the Planning Director, prior to the issuance of a building permit, per City Standards, within one year of approval by the MAPC or the City Council. The site will be developed according to the revised site plan.
4. All improvements shall be completed within one year of the approval of the Conditional Use by the MAPC or the City Council.
5. The site shall be developed and operated in compliance with all federal, state, and local rules and regulations.
6. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

The staff’s recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** Property north of the site is awaiting final plat approval by the City Council for LI wrecking and salvage use. Property south of the site is zoned LC Limited Commercial ("LC") and developed with a warehouse/retail use. Property east of the site is zoned LI Limited Industrial ("LI") and is developed with a miscellaneous manufacturing use. West of the site, the property is zoned SF-20 and has a conditional use (CU-242) for warehouse use.
2. **The suitability of the subject property for the uses to which it has been restricted:** The east \pm 0.45 acres of the subject property is already zoned LC. The owners of the subject property have submitted a conditional use application for the warehouse/self-storage commercial use. The property would be suitable for the commercial uses to which it has been restricted.
3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** Warehouse/self-storage developed with the Conditional Use, will have a minimum negative effect on the area and at best improve the property, with the application of access control, landscaping, screening and the other conditions on the site.
4. **Conformance of the requested change to adopted or recognized Plans/Policies:** The Commercial Locational Guidelines of the Comprehensive Plan recommends that commercial sites should be located adjacent to arterials and should have site design features, which limit noise, lighting, and other activity from adversely impacting surrounding residential areas. The conditions attached to a Conditional Use can address site design issues and should mitigate any potential negative effects on surrounding properties.
5. **Impact on Community Facilities:** All public facilities are available and existing road facilities are adequate. Any increased demand on community facilities can be handled by current infrastructure

DALE MILLER, Planning Staff presented the Staff Report.

CHRIS BOHM, RUGGLES & BOHM, 924 N. MAIN STREET, AGENT FOR THE APPLICANT reported that the architect, Jim Albertson, was also present to speak on the application. He explained that this was an application for self-storage or mini-storage where people would rent a garage space for personal storage. He referred to the site plan which they feel gives good circulation. He mentioned the north boundary line which will serve as a fence between this use and the future LI salvage operation to the north. He said the idea of establishing a PUD was discussed with staff; however, requesting LC with a conditional use provides a whole set of rules for the self-storage that already exists with the conditional use. He said there will also be landscape buffers along 29th Street to help buffer the use from residential uses to the south. He said given the locations close proximity to the industrial use to the north, they felt this was a good transitional use in the area, particularly because the corner is already zoned LC and additional LC could be developed further to the east of the location. He referred to Jim Albertson to discuss the layout plan.

J. JOHNSON asked about use on the right side of the property.

BOHM said that is reserved for future development of additional storage units.

FOSTER asked about the southeast corner of the property and the zoning to the east.

BOHM said the southeast corner is a platted reserve for stormwater retention. He said the area to the east of the site is zoned LC but is being used as residential.

FOSTER commented so technically no buffer is required along the east side of the property.

BOHM replied technically no.

DAILEY asked what was the buffer between the buildings and 29th Street.

BOHM suggested that the architect Jim Albertson answer that question.

JIM ALBERTSON, ALBERTSON AND ASSOCIATES ARCHITECTS said the buffer is intended to be a bermed area of grass, trees and shrubbery not unlike a golf course entrance. He said on the north side there will be brick/stone pillars with wrought iron fencing. He said the intent is to blend the architecture with homes to the south side of the street and provide a visual barrier for cars to minimize the views of the self-storage.

JOSEPH POGGI, 6011 WEST 29TH STREET NORTH indicated he lived south of 29th Street. He said this used to be a dirt road, there were abandoned properties with cars on them in the area and they were told when they built in this location that they knew what they were getting into. He said there used to be a small home on the property in question with a garden that he used to help till. He said this was a nice, residential street with no businesses on it. He said he believes the zoning practice in 1958 of zoning 600 feet of all arterial intersections as LC was done when there were no houses in this area at all. He said the property owner has been trying to sell the property since the house burned down at over ten times fair market value for residential property. He said the Zillow Web site talks about the property being worth \$300,000 for five acres because it is across the street from \$1,000,000 homes. He said he doesn't think there are many \$1,000,000 homes across the street from a storage unit. He said regardless of the price of the homes, there are not many self-storage units in the middle of a residential street. He said there are no other businesses on the street and there are quite a few self-storage units nearby, one less than two miles away. He asked if there is a need for another self-storage business. He said if anyone wants to see what a self-storage unit can look like, drive by the one on Hoover Road. He said it is a car lot where people park their cars and trailers; there is garbage in the lot and trees that have never grown in the buffer. He said once this property is rezoned, it opens the floodgates for further devaluation of their property. He requested that the property be left residential. He mentioned that nine of the fourteen people who were mailed notices have signed protest petitions against the proposed zoning change. He mentioned another storage unit business close by. He said there is no shortage of areas that are already zoned industrial and commercial, but it seems property becomes cheaper because it is zoned residential. He asked about changing the zoning on a property to accommodate an individual's desire verses many individual's desires to keep their homes looking beautiful. He concluded by saying that there are plenty of other properties close by that are already zoned for commercial and industrial use.

ANGIE BOWMAN, 2987 NORTH HOOVER ROAD said she lives on the corner of 29th Street and Hoover Road. She said she has been collecting petitions. She mentioned the other storage businesses very close to the neighborhood. She said although the corner lots are already rezoned for limited commercial, she has a signed petition from the property owner who said they are not planning on moving and that their kids will live in the house after they are gone. She indicated that other surrounding property owners don't want the storage units and mentioned a conflict of interest in that the person selling the property is renting a home from one of the people she asked to sign a petition. She said she also got a petition from the owners of the junk yard to the north of the property. She said they have a problem with unmanned self-storage units. She mentioned break-ins in the area and people coming into the community to steal. She said this would be a whole bunch of buildings with "stuff" in them which would be an open invitation to thieves. She said that is one reason not to rezone the property. She concluded by asking the Commission to consider the homeowners that live around this property.

DAILEY asked if there were any units available in the storage businesses located nearby.

BOWMAN said she checked and there were units available for rent.

DAVE CHAMPLEY, 2760 NORTH NORTH SHORE COURT, BAREFOOT BAY HOMEOWNERS ASSOCIATION, CHAIRMAN OF THE LAKE COMMITTEE said Barefoot Bay is a 120-acre private lake surrounded by 52 homes. He said the impact of the Commission's decision is not just on the properties located immediately adjacent to the application site. He also mentioned possible environmental impact on the lake due to increased water runoff because of increased buildings and pavement. He said the lake has flooded twice in the last ten years and caused property damage. He said he is also concerned about potential pollutants in the water runoff. He said the terrain is such that any runoff will go into the lake. He said if they do not have the lake for recreational purposes that will kill their property values. He said he might go so far as to say that the loss in property values and property taxes on 52 homes might be greater than the property tax increases from commercial use.

BRET GRIZZEL, 5937 WEST 29TH STREET said he lives directly across the street from the location. He mentioned that his property taxes increased 40% last year. He said he visited with the owners on how to split up the land. He mentioned that he also signed a petition to protect this property from the proposed salvage yard to the north. He said the owners know this is not good for the local community. He said although he is uncomfortable speaking against what his friends want for financial reasons, he has no doubt in his heart that this is not what they would want if they were sitting in any of the adjoining lots.

DAVID CORNWELL, 5618 WEST 29TH STREET NORTH, APPLICANT said he wished that the neighbors that have spoken here today had been present for the salvage proposal on the north side of his property. He said there is approximately 15-20 acres of salvage yard next to the property and no one is going to put a new home next to a salvage yard. He said if this doesn't pass, no one is going to build on this land so they may as well make a dirt bike track out of it.

FOSTER asked Mr. Cornwell if any other items were brought up as potential uses.

CORNWELL said no, if this doesn't go he said he'll contact the dirt bike people and let them use 6 acres to play on.

RAMSEY asked if the property line with the salvage yard has been resolved.

CORNWELL said yes and explained that the mile sections are measured 425 feet from the center of 29th Street. He said they are talking about less than five acres.

BROOK GRIZZEL, 5937 WEST 29TH STREET NORTH said they know and have spoken with the neighbors and that they are very nice people. She said she and her husband work very hard, long hours to pay for their nice home on a lake and they would like to keep it that way. She said this property is zoned residential and there was a home on it. She referenced the Golden Rules which talks about the suitability of the property for uses to which it has been restricted and the relative gain to public health, safety and welfare compared to loss in value or hardship imposed on the applicant. She said the just under five acres is way over priced for what it is worth and that the neighbors have actually offered to buy the property to protect all of the property owners along this residential road as well as the 52 homeowners along the lake.

FOSTER mentioned transitional uses and asked Mrs. Grizzel if she would prefer multi-family or the proposed use.

GRIZZEL said she wouldn't prefer either of those uses. She mentioned the number of storage units nearby and also the storage units along Hoover Road and what an eyesore they are. She said the property can be used as a single home site just as it is now.

LINDA STEPHEN, 6111 WEST 29TH STREET NORTH said the city just paved the road and landscaped it with trees and it is just beautiful. She said she believes this will have an adverse effect on their properties. She said she doesn't think any of the Commissioners would want a storage unit located on a residential street. She also mentioned security and traffic and asked the Commission to take all that into consideration.

DENNIS GRIZZEL, 6461 WEST 29TH STREET NORTH said when someone purchases residential property they expect it to remain residential property. He said the neighbors watch out for each other in Barefoot Bay and across the street in Ridgeport. He said several petitions have been signed and he believes a lot more will be signed. He said his major concern is increased traffic and the hazard it will cause pulling out of his driveway; the safety of his grandchildren; and pollution in the area. He also mentioned that the storage units will bring more pollutants and more thievery into the area. He said this use brings non-residents into the area and it is already a problem with other storage units. He asked if the "protective berm" might become a fire hazard and who will maintain that. He said some storage units look like unused parking lots where people store things they don't want to store in front of their houses. He said he feels strongly that this will deteriorate property values and bring in people that they don't want hanging around the area.

NANCY POGGI, 6011 WEST 29TH STREET NORTH said she lives on the south side of 29th Street. She said when they moved into the area it was a sleepy little dirt road. She said she has four children all under the age of 11 and there are numerous other school age children and grandchildren living in the area. She mentioned that the school bus picks up children along Hoover Road. She said when the City

paved the road; they put the sidewalk on the north side of the street so children in the neighborhood have to cross the road without a designated cross walk. She said she is concerned that increased traffic will put the children at risk along with the unknown entities coming into this residential area. She said 86% of this property is zoned as residential. She asked the Commission to protect the interest that they have when they moved their children and families into the neighborhood. She said the neighbors don't want LC in this region. She said even the gentleman on the north property has signed the petition because he is concerned about theft in the area. She also mentioned a home being built/expanded in the northeast corner of the property. She said her primary concerns are the safety of her children and her neighbor's children, maintaining her home value and keeping the area residential.

MCKAY asked how far her home was from 29th Street.

POGGI indicated on the aerial the location of her home on the lot, closer to the water than 29th Street. She said her children play in the front yard and they are "faunching" at the bit to cross the street and use the sidewalk to visit their friends in Ridgeport.

DAILEY commented that she is worried about her children but has managed to keep them out of the lake, which he believes offers as much danger as the road.

POGGI said she disagreed that the lake was as dangerous as the road. She mentioned training the children receive regarding the lake, swimming lessons and parental supervision while they are at the lake. She said they can control the lake area; they cannot control the traffic on 29th Street.

DAILEY responded but you can control your kids.

BOHM mentioned environmental concerns expressed by the neighbors and said although drainage is not a zoning issue, it seems to come up at every zoning hearing. He said the storm sewer system along 29th Street drains all the way to the west and bypasses the pond. He said City of Wichita stormwater regulations require detention of peak flow and water quality treatment of the storm sewer before it leaves the site. He said that issue will be resolved at platting. He said as far as traffic is concerned this is an arterial street that has a new interchange to the north at K-96 and is part of the City transportation system. He said it is a three-lane arterial road meant to handle traffic and was rebuilt for that very purpose. He said as far as landscaping and the berm he is having a hard time seeing where you could get a better use tucked into the area that is as low a traffic generator and quiet and fits into the neighborhood and gives a further buffer to the neighborhood from the industrial use to the north. He concluded by stating that infrastructure put into the City is for the purposes of development. He said this is considered in-fill and has been a single-family residence for some time next to LC zoning. He reminded the Commission that the owners on the corner could sell tomorrow and without any action from this body put in a commercial use.

FOSTER asked about traffic generation from this use and if it was below multi-family zoning.

BOHM referred the question to Mr. Albertson.

ALBERTSON said he had been involved in approximately 15 similar type projects across the west, southwest and Midwest. He said they look for in-fill type properties where they can become a buffer between whatever elements might be at a location and existing residential. He said he appreciates the viewpoints of the neighbors and would welcome the opportunity to visit with them.

CHAIR GOOLSBY said time has been exhausted and asked Mr. Albertson if he needed more time or was he going to answer Commissioner Foster's question.

ALBERTSON requested an additional minute.

MOTION: To give the speaker an additional minute.

MCKAY moved, **J. JOHNSON** seconded the motion, and it carried.

ALBERTSON said traffic generation is about 6-8 cars per day.

FOSTER asked about the type of fencing on the east, west and north sides of the property.

ALBERTSON said there is solid fencing on the north at this time. He said they would put up wrought iron fences between the buildings to the east area.

FOSTER asked if they would be averse to solid screen fencing.

ALBERTSON responded no, they would not be averse to solid screen fencing.

RAMSEY asked about the berm on the south side.

ALBERTSON said the berm will be between 0-3-5-6 feet with evergreen trees and shrubbery.

RICHARDSON asked if the facility was manned or unmanned.

ALBERTSON he said there will be a full security system with cameras all around the property. He said the conditional use provides that the facility be manned. He commented that he was surprised that the salvage yard objected to their usage. He said he does not believe there is a better buffer use, that this was a difficult site to develop because it had no sewer, it will be on a septic system.

DAILEY clarified that this will all be inside storage so there will be no cars or other vehicles outside. He also asked if each unit were alarmed.

ALBERTSON said each unit will not be alarmed, but it is all inside storage. He said there is a full security system and someone will be living on-site. He said this will not look like the storage units near Zoo Boulevard.

MCKAY recommended requiring a 4-6 foot berm.

FOSTER commented as a point of clarification with a 3-1 foot slope you can get a 5-foot berm.

RICHARDSON clarified that the landowner would not be able to use this conditional use for other purposes without reapplying and coming back to this body. He also asked about outside storage.

MILLER responded that if the base zoning is changed, the uses permitted by right in the LC district would be allowed. He said the conditional use for the self-storage would run with the land. He said the LC district does not allow any outside storage.

RICHARDSON asked if there was a summary on the number of petitions received and the percentage of landowners opposed to the zone change.

MILLER said no and indicated that owners within 350 feet of the property perimeter were notified of the zone change.

DIRECTOR SCHLEGEL clarified that protest petitions are due in after action by the Planning Commission and are not required for the public hearing.

FOSTER said he is concerned about other permitted uses in the LC zoning district. He said he doesn't have the zoning book with the permitted uses but believes there would be some that are more detrimental to the surrounding area.

MILLER mentioned multi-family, offices and most retail commercial activities. He said bars and taverns would require a conditional use approval and a public hearing and would not be allowed by right in the LC zoning.

MCKAY (Out @2:55 p.m.)

J. JOHNSON said he didn't know how he was going to vote but mentioned the Comprehensive Plan indicating the area as being residential. He said when someone buys into a nice development it seems like they should be able to have some reliance on the Comprehensive Plan that it will be residential.

RICHARDSON asked about a PO that limits commercial uses to the storage facility.

MILLER said the Commission could add a condition under the conditional use or exclude whatever uses they didn't want.

RICHARDSON said he believes this is a valid transitional use.

MILLER said the Commission could have a condition that states that even though the property is zoned LC, the only use permitted is a self-service storage warehouse and uses in the SF-5 district.

ALBERTSON said he would need to confer with the owners but he believes they can accept that yes.

RAMSEY said he lives in Ridgeport and drives 29th Street every day and he is the only car on the road. He said he didn't know how he was going to vote on this issue. He said he agreed that the storage units on Hoover Road look bad because of the outside storage. He said with staff recommendations and other recommendations he doesn't see where the Commission has any other choice. He said he feels their pain and does not know if he wants this use.

FOSTER asked the agent if they prefer that the item be deferred until clarification can be made regarding limiting uses in the LC zoning.

ALBERTSON said he would prefer that the Commission vote today.

FOSTER said as long as the uses can be clarified because he feels that some type of restrictions is appropriate.

ALBERTSON said if the request will be defeated he would prefer deferral. He said he believes they have agreed to a condition for self-storage only which he believes solves the problem.

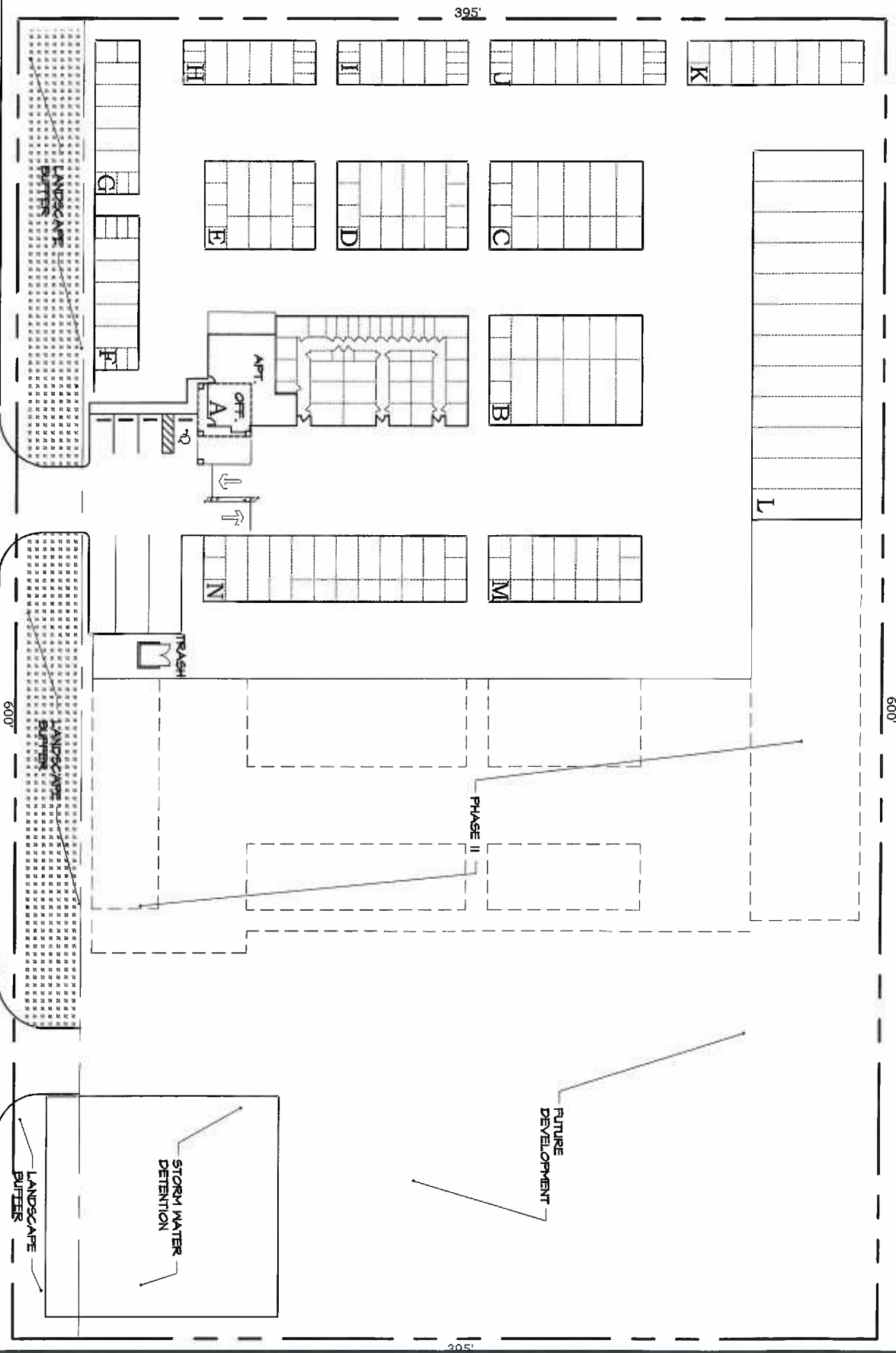
MOTION: To approve subject to staff recommendation with the requirement of a 4-5 foot berm on 29th Street; limit use to inside storage only and limit use to self-storage only.

WARREN moved, **B. JOHNSON** seconded the motion.

FOSTER asked the agent if they were comfortable with the restrictions.

ALBERTSON replied yes.

The **MOTION** carried (11-0)



29th STREET NORTH

PHASE I - PRELIM SITE PLAN

1"=30'-0"

2-18-15
SHEET NO.



ALBERTSON ASSOCIATES LLC

9225 PEPPERTREE WICHITA, KS 67226

316 636-9472



SUPERIOR SELF STORAGE

6008 W 29th ST. - WICHITA, KS.



**INTEROFFICE
MEMORANDUM**

TO: City Council
FROM: Janet Johnson, Office of Community Engagement
SUBJECT: **ZON2015-00012 and CON2015-00010**
DATE: April 22, 2015

On Tuesday, April 21, 2015, the District V Advisory Board considered a request for a zoning change from SF-5 to LC and a conditional use for self-storage at 6008 W. 29th St. N.

The DAB members voted 6-1 to recommend denial of the request.

Approximately 25 neighborhood residents were present at the meeting to voice their concerns with the self-storage facility.

Concerns included:

- Having a commercial enterprise in a residential neighborhood
- A self-storage facility consisting of metal structures abutting million dollar homes
- Drainage issues, i.e. additional flooding, impact on septic systems, retention pond overflow
- Unwanted lighting and signage in a residential area
- No compelling market need for self-storage in the area
- Potential of causing an increase in crime in the area
- No limitation on the access hours of the business
- Lack of assurance that the landscaping and screening will be appropriate

Please review this information when **ZON2015-00012/CON2015-00010** is considered.



**INTEROFFICE
MEMORANDUM**

TO: City Council
FROM: Case Bell, Community Liaison
SUBJECT: CON2015-10 and ZON 2015-12
DATE: June 15, 2015

On Monday, June 15, 2015, the District V Advisory Board considered a request for a zoning change from SF-5 to LC and a conditional use for self-storage at 6008 W. 29th St. N. for the second time. The case was originally heard by the DAB on April 21, 2015.

The DAB V members voted 3-0 to recommend approval of the request subject the addition of the east side fencing.

Questions:

DAB? Will the monument sign be backlit? **A:** That hasn't been discussed yet, but it would probably have lights pointing at it from the ground.

DAB? Will the area be 24 hour accessible? **A:** It will be staffed with normal business hours, but will be accessible 24 hours a day.

DAB? Will the berm be 5-6 feet high? **A:** 5-6 feet is the minimum, but it will be higher in spots with a retaining wall on the back side.

DAB? What is the intention on the north side for grass? **A:** It will be a landscaped fescue grass.

Public? Even though no fencing is not required, have you addressed screening on the east side?

A: Yes, there will be solid fencing.

Public? Would you be expanding commercial land to the west? **A:** There hasn't been any discussion of that yet.

Public: They are concerned that RV's would not fit in the units.

Applicant: There is a large building on the north boundary that can house RV's. The existing building which is over the fencing is taller than they need for that purpose.

Public? With the lot being five-six acres and the plan being three acres, how much of the surface when fully developed will be impervious? **A:** Unknown exactly, but it will be taken into account when drainage is installed.

Public? How many days of retention will there be on the lot? **A:** A one year storm requires 48 hours of retention. For each type of storm they have to plan accordingly to City standards.

Public? Why is there a second driveway on to the lot? **A:** For emergency vehicles.

Public? Are there any plans to expand to the southeast and if so will the dry pond be enough? **A:** Further expansion will be dictated by usage, but if they did expand the dry pond would still be enough.

Dale Miller, Planning: If approved they have to build according to the site plan, if they want to expand it would have to come back before MAPC, but adjustments would not have to go back to the DAB. They would hang a sign with a 10 day comment period. If enough people complain it would come back to the DAB.

Public: They are concerned that the owner to the west of this property has plans for the sand pit.

Brook Grizzell, 5937 W. 29th St N, presented her view as a resident of the area. Pictures of the current homes and examples of nearby storage units were shown. She feels that the buffer to the salvage yard already exists and wouldn't be a benefit of this project. Money has been offered to the current owner of the property so that is left alone and the lot was only on sale for two months before the current contract was pending. She is concerned about the loss of value to her home and feels that there is enough self-storage in Wichita and feels that this does not conform to the 2030 Land Use Guide.

Questions:

DAB? Are you opposed to the LC Commercial zoning or the conditional use? **A:** Both.

DAB: The homeowners around the new Sam's also had similar concern, but feels that Sam's did a good job with screening.

Public: This area is not the same as that area because it's almost entirely residential around here whereas Maize road was already highly commercial.

Public? Have you looked at the real estate tax that the units would pay versus residential taxes?

A: No.

The following are additional comments from the attending citizens and DAB.

Public: They are concerned about when the salvage yard was formed they complained about it but weren't listened to. They are concerned about the zoning enforcement.

Applicant: They are also residents of the area and feel that the area will benefit from the business.

Public: They only take their boat out once in the fall and the storage unit a half a mile away only has a dozen boats in storage. They report that they talked to self-storage business owners in the area and boats are not a money maker for them. They feel that there is a big difference between this and the Sam's project and that this area should be protected because it is a unique draw for physicians that are being recruited to move to Wichita.

Public: They feel that the change would hurt the long term residential value and they feel that there really isn't a need for this business.

Public: They feel that once it's a storage unit, it will always be one. At the current zoning, there are already two offers that would keep it the same usage. They do not feel that it's the right direction for the neighborhood and just because the salvage yard went in that's not a good reason to expand the commercial usage further.

Public: They feel that there is a difference in residential traffic and commercial traffic for the area.

Council Member Bryan Frye? How many single family lots can go on the current lot? **A:** Probably between 15 and 20.



**INTEROFFICE
MEMORANDUM**

TO: City Council
FROM: Janet Johnson, Office of Community Engagement
SUBJECT: **ZON2015-00012 and CON2015-00010**
DATE: June 29, 2015

On Monday, June 1, 2015, the District VI Advisory Board considered a request for a zoning change from SF-5 to LC and a conditional use for self-storage at 6008 W. 29th St. N.

The DAB members voted 5-2 to recommend denial of the request.

Approximately 20 neighborhood residents were present at the meeting to voice their concerns with the self-storage facility.

Concerns included:

- The threat of materials from the storage facility entering the lake in Barefoot Bay may place residents in danger
- Concerns that not having an accessible restroom 24/7 will lead to urinating in public.
- Having a commercial enterprise in a residential neighborhood
- Concerns that the screening and buffering won't be adequate
- Possibility of increasing crime in the area
- No compelling market need for self-storage in the area
- Potential of causing an increase in crime in the area
- No limitation on the access hours of the business
- Assertion that 90% of the area residents are against it

Please review this information when **ZON2015-00012/CON2015-00010** is considered.

April 16, 2015

Dear Councilmen:

Recently the Planning Commission, upon the recommendation contained in the staff report submitted to it, approved rezoning and a conditional use of property on W. 29th St. N. near the intersection of Hoover in Case No. ZON2015-00012 and CON2015-00010. The proposition is to change the zoning of the property from single family residence (SF-5) to light commercial (LC) and then allow a self-storage/warehouse facility to be built. Obviously we, the surrounding landowners, are dissatisfied with this action and for good reason. The proposed rezoning and conditional use are in contravention of the city and county's own set of rules, the zoning code.

At least nine adjacent landowners (those of us who live in homes along the south side of 29th street across from where this storage unit facility would be located) spoke out against this request at the MAPC hearing on 4/2/2015. Many petitions were also handed in that day in an effort to make it very clear how much the neighboring households object to this zoning change. Indeed, enough petitions have been received by the City Clerk require a super-majority to pass the change.

Unfortunately, the zoning change request was approved with several conditional use specifications, such as a 4-5 ft. berm requirement along 29th street as well as only indoor storage (no outdoor storage allowed). Many of us are very discouraged by the decision made by the MAPC to approve the zoning change. Several of the conditions discussed at the meeting did not make it into the final notice sent out after the hearing including the prohibition on outdoor storage.

Further, the MAPC staff report regarding this case states that the "staff's recommendations" to approve the zone change were based on several findings. The very first finding listed on page 3 of the staff report states that the property south of the site is zoned LC and developed with a warehouse/retail use. That is completely false information. The property south of the site is actually our home (5937 W. 29th St N), and the entire south side of the street is lined with single-family residences (large lots along the backside of Barefoot Bay- known as "Barefoot Bay, 2nd addition). Five of the eight lots along the south side of 29th street had representation at the hearing objecting to the zoning change. Approval of the zoning change would allow a self-storage complex to be built smack in the middle of a street lined with single family residences.

The MAPC staff report lists finding #2 (also page 3 of the report) as "suitability of the subject property for the uses to which it has been restricted." The finding states that the east 0.45 acres of the subject property is already zoned LC. That 0.45 acres is less than 10% of the property (which is just under 5 acres). The remaining 4.5 acres is zoned SF-5 (Single-family residential) and is perfectly suitable for that intended use. In fact, there was a home on the property until it burned down. We want to make it clear that the property can in fact be used as it is currently zoned. This property is within the Maize USD 266 district, which is widely considered to be one of the top districts in the area. We believe the zoning should remain as-is.

The official Zoning Code is the rule of law for permitted land uses within our city and county. We, as citizens, are expected and required to adhere to its provisions. It tells us where we can place things on our property, along with what types of structures we can build. As part of the social contract in which we all operate, clear uniformly-enforced laws are the underpinning of civilization. After all, one of the reasons the American Revolution was fought was to institute the rule of law instead of the rule of man.

We do not deny that self-storage/warehouse facilities are an approved conditional use of property that is zoned LC. That is expressly allowed in the code at Sec. III-B.14.c. However, that provision limits the installation of such facilities by the requirements contained in Sec. III-D.6.y. Those requirements state that such facilities must be contiguous and have direct access to an arterial street. One would assume that what is classified as an arterial street would be straight forward, but unfortunately that is not true. The federal road classification map published by WAMPO (attached) does not designate either 29th Street or Hoover as arterial streets at this location. After much research, the answer is regardless of where you look for authority, neither 29th Street nor Hoover are arterial streets in this location. Municipal Ordinance No. 39-108 § 8 defines what streets are arterial within the city limits. While both 29th Street and Hoover are on the list, the stretches designated as arterial do not encompass the subject property. Indeed, the areas are not even relatively close to the proposed conditional use location, as you can see on the attached map.

Given the provisions of the code, even if the rezoning to LC was approved, the proposed conditional use cannot stand. On its face, it is a violation of the zoning code. Simply referring to roads such as 29th and Hoover as arterial does not make them so any more than calling the sun black changes its color. If a governmental body is going to pass what amounts to a law, it should at least follow its own rules while it does so. To do otherwise flies in the face of every traditional notion of fair play and substantial justice we know. A property owner would have absolutely no expectation that the rules he is required to follow will be the same for his neighbor or any faith in the bodies set up to govern him.

We already presented many of our concerns at the MAPC hearing, including environmental concerns since the storage unit complex will create more pollutants that will drain into our private neighborhood lake (Barefoot Bay), in addition to safety concerns as we all have young children at our homes and have major concerns for increased traffic in and out of a storage unit facility at all hours of day/night and the increased worry of thievery. However, we want to point out further issues as well.

The 5th Amendment tells us the government may not take our property without just compensation. A taking can occur even without the actual physical seizure of property, such as when a government regulation has substantially devalued a property. Here, the rezoning will substantially affect surrounding property values and harm us for years to come. We have requested and are currently awaiting official appraisals from a licensed realtor and a licensed appraiser to document the extent of the loss in value.

We feel so strongly regarding the future use of the property, that we have personally offered to buy the parcel for well above market value to protect the future value of the surrounding homes

and the surrounding lake. In fact, we offered to pay the land owner \$100,000 for the 5 acres as it is now (well over what the land is worth given the Sedgwick County Assessor's appraised value of approximately \$30,000), and the owner declined. Whether this refusal to consider all reasonable offers to purchase the property evidences a lack of understanding of property values or a calculated move to bolster the application for rezoning is anyone's guess. It is facetious, at best, for the current owner to claim he is unable to sell or develop the property as it is currently zoned. He continues to require a purchase price that is so far above market value it may as well be the moon.

We respectfully request that this application for rezoning and conditional use be denied. As we have discussed above, the property's current zoning is appropriate and the landowner has had ample opportunity to sell or develop the property. Further, the proposed conditional use is in violation of the Zoning Code itself. Finally, the surrounding homeowners will suffer significant harm if this rezoning and conditional use is approved.

Respectfully,

Brett Grizzell, M.D.
Brooke Grizzell, M.D.
Joseph Poggi, M.D.
Nancy Poggi, M.D.

With support of entire Barefoot Bay Homeowners Association

RECEIVED

APR 29 '15

April 29, 2015

CITY CLERK OFFICE

Dear Councilmen:

Recently the Planning Commission, upon the recommendation contained in the staff report submitted to it, approved rezoning and a conditional use of property on W. 29th St. N. near the intersection of Hoover in Case No. ZON2015-00012 and CON2015-00010. The proposition is to change the zoning of the property from single family residential (SF-5) to limited commercial (LC) and then allow a self-storage/warehouse facility to be built. Obviously we, the surrounding homeowners, are dissatisfied with this action and for good reason.

Strong Community Opposition

At least nine adjacent landowners (those of us who live in homes along the south side of 29th Street across from where this storage unit facility would be located) spoke out against this request at the MAPC hearing on April 2, 2015. Many petitions were also filed that day in an effort to make it very clear how much the neighboring households object to this zoning change. Indeed, enough petitions have been received by the City Clerk to require a super-majority to pass the change. Several of the affected homeowners also attended and spoke at the District V Advisory Board meeting on April 21, 2015.

Unfortunately, the zoning change request was approved during the MAPC public hearing with several conditional use specifications, such as a 4-5 ft. berm requirement along 29th Street as well as only indoor storage (no outdoor storage allowed). Many of us are very discouraged by the decision made by the MAPC to approve the zoning change. Several of the conditions discussed at the meeting did not make it into the final notice sent out after the hearing including the prohibition on outdoor storage and the height of the berm. Five of the eight lots along the south side of 29th Street along with neighbors adjacent to the property and homeowners from Hoover were represented at the MAPC hearing objecting to the zoning change. Approval of the zoning change would allow a self-storage complex to be built smack in the middle of a street lined with single family residences.

MAPC relied on inaccurate or false information in making its decision

The hearing before the MAPC was neither fair nor was the information the Commission relied upon accurate. The MAPC staff report regarding this case states that the "staff's recommendations" were based on several findings, all of which contain false or misleading information. The first finding listed on page 3 of the staff report contains several pieces of false information. First, the finding that the property south of the site is zoned LC and developed with a warehouse/retail use is completely false. The property south of the site is actually our home (5937 W. 29th St. N.), and the entire south side of the street is lined with single-family residences (large lots along the backside of Barefoot Bay-known as "Barefoot Bay, 2nd addition). Second, the finding "Property east of the site is zoned LI Limited Industrial ("LI") and is developed with a miscellaneous manufacturing use" is also false. The property directly east of the subject property is currently zoned LC and completely developed with single family homes. Third, the finding that "West of the site, the property is zoned SF-20 and has a conditional use (CU-242) for warehouse use" is also untrue and misleading. The property directly west of the subject property is zoned SF-20 but it does not have an approved conditional use for

clearly recognition of the industrial properties to the north (in purple), the surrounding properties including the subject property are all designated as appropriate for residential development. The Future Growth Map of the Draft Plan does not contemplate commercial development at all in this area as evidenced by the lack of pink at the intersections of 29th Street and Hoover.

The current comprehensive plan was last updated in 1999. At the time of its adoption, the need to update the plan on a regular basis because of the changing communities and local landscape was recognized. Within the terms of the plan itself is the requirement that the plan be updated every five years. Currently, it is only partially correct to say that the proposed zoning and conditional use is in conformance with the current accepted plan given the tiny portion of the property identified in the 2030 plan. Once the 2035 Comprehensive Plan is adopted, the answer to the question whether the proposed use is in conformance with the accepted plan will be a resounding no. The 2035 Future Growth Map clearly shows that commercial enterprises are not proper in the subject area.

The surrounding homeowners already presented many of our concerns at the MAPC hearing, including environmental concerns that the storage unit complex will create more pollutants that will drain into our private neighborhood lake (Barefoot Bay), safety concerns centering on our young children, major concerns over increased traffic in and out of a storage unit facility at all hours of day/night, and the increased crime this may bring. According to data from the 2015 self-storage almanac Wichita has the more square feet of self storage per person than any of the country's one hundred largest metro areas. There are more the 160 self-storage facilities in Wichita whose overall occupancy rate is approximately 80%. There is not a current need for additional storage especially given that there are several existing within a five mile radius. We will not repeat all of those concerns here. However, we want to point out one further issue.

The final finding in the staff report is any increased demand on community facilities can be handled by existing infrastructure. We are not environmental engineers or anything of the sort; however, there seems to be considerable question as to whether this finding is true. Questions have been raised regarding retention ponds and drainage. The staff continually defers to the applicant's representatives who admit that the drainage has not been completely designed. What is clear is that flooding and drainage issues currently exist and were exacerbated by the widening and paving of 29th Street. There is litigation regarding the sufficiency of storm water drainage and increased flood risk. It is also clear that the water collected and increased by the proposed use will ultimately end up on Barefoot Bay Lake, although there seems to be considerable debate on where the entry point to the lake will actually be placed. A bare-bones statement that existing infrastructure is sufficient to handle additional storm water/water run-off completely overlooks these issues. Not only is existing infrastructure insufficient, the changes necessary to make the infrastructure sufficient cannot be described with specificity.

We respectfully request that this application for rezoning and conditional use be denied. As we have discussed above, the property's current zoning is appropriate and the landowner has had ample opportunity to sell or develop the property. Further, the surrounding homeowners will suffer significant harm if this rezoning and conditional use is approved. Finally, the information the MAPC relied upon in approving this rezoning and conditional use was inaccurate, incomplete, misleading and in some places completely false. Given the issues



EAST OFFICE ☐
12221 E. CENTRAL
WICHITA, KS 67206
BUS. (316) 686-7121

WEST OFFICE ☐
8442 W. 13TH, STE 102
WICHITA, KS 67212
BUS. (316) 722-0030

City Council Members
455 N. Main
Wichita, KS 67202

RE: ZON 2015-00012 and CON2015-00010 City zone change from SF-5 Single-Family Residential (SF-5) to Limited Commercial (LC) and Conditional use to permit a self-service warehouse on property generally located north of West 29th Street North, one-quarter mile west of North Hoover Road.

Dear Counsel Members,

I have been asked by several homeowners near this rezoning request, to express my opinion as to values of their homes in the event this request is approved.

I have assisted with sales of many homes in this community and could verify when a home is near a commercial or industrial property, the value of your home will decline. Depending on the type and usage of the commercial property, the devaluation could be as much as 10% or greater. When I am representing a buyer as a buyer's agent, I always express resale value is less when you share a view with commercial, industrial or a major high-way in your front, side or back yard.

Several homes along 29th street are upper scale with values of over \$1 Million. One is currently listed for \$3.5 million. Behind these homes (to the south) is a Lake commonly known as Barefoot Bay Lake, which is used for recreational purposes. The majority of the homes in this subdivision would also be classified in the upper scale of homeownership. The owner of the land/lake to the immediate west of the requested zone change has been in the process of developing lots for another upscale development.

Along to the West on 29th is Ridgeport, which is another upscale boating development. And yet, another single family boating development is planned for the area to the east of the Hoover Road and 29th intersection of which dredging has been ongoing for approximately the past 5 years preparing for this new area. Aesthetically, the requested storage building with large signs, tall buildings, added traffic, additional lighting, safety and drainage issues, does not appear to fit with the existing homes along and near this requested change. The majority of homes next to and near this area are single family.

A few examples of loss of value (in the Barefoot Bay Subdivision) are as follows:

2613 N. North Shore Cr (view of concrete plant & R.R. Tracks) sold for \$135 sq.ft.
2717 N. North Shore CR (view of concrete plant & R.R. Tracks) sold for \$129 sq.ft.



BERKSHIRE HATHAWAY | PenFed Realty
HomeServices

April 29th, 2015

To whom it may concern:

RE: Real Estate Values in Single Family Neighborhoods combined with Commercial Properties

With my 14 years as a Realtor, I have observed many properties that have views of or are neighbors of Commercial properties, busy streets, and/or industrial sites, and these properties are always sold for lessor values. This is referred to as External Economic Obsolescence, a form for value depreciation from a source outside of the control of the actual landowner.

Buyers prefer neighborhoods with other homes similar to theirs which provides a sense of safety, beauty, and amenities for their family. Amenities would include pools, playgrounds, green belts, and lakes.

A storage facility, warehouse, business or heavy traffic would be a negative valuation to any single family neighboring homes. Obviously, some property will have to be affected by these external negative factors, but it is in the best interest of property owner in maintaining property values that these external factors are at the bare minimum possible.

Should you have any questions, please do not hesitate to contact me.

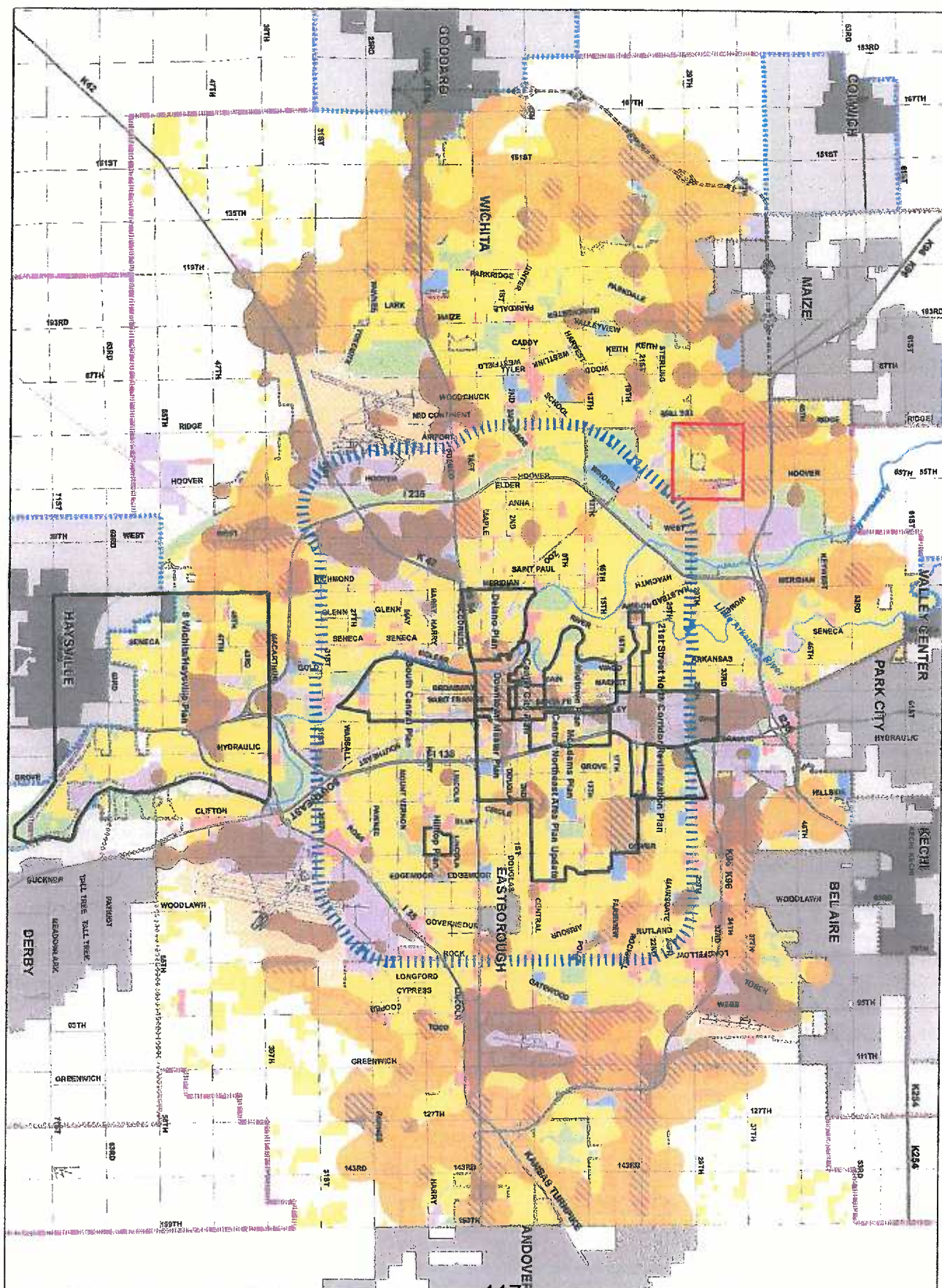
Best Regards,

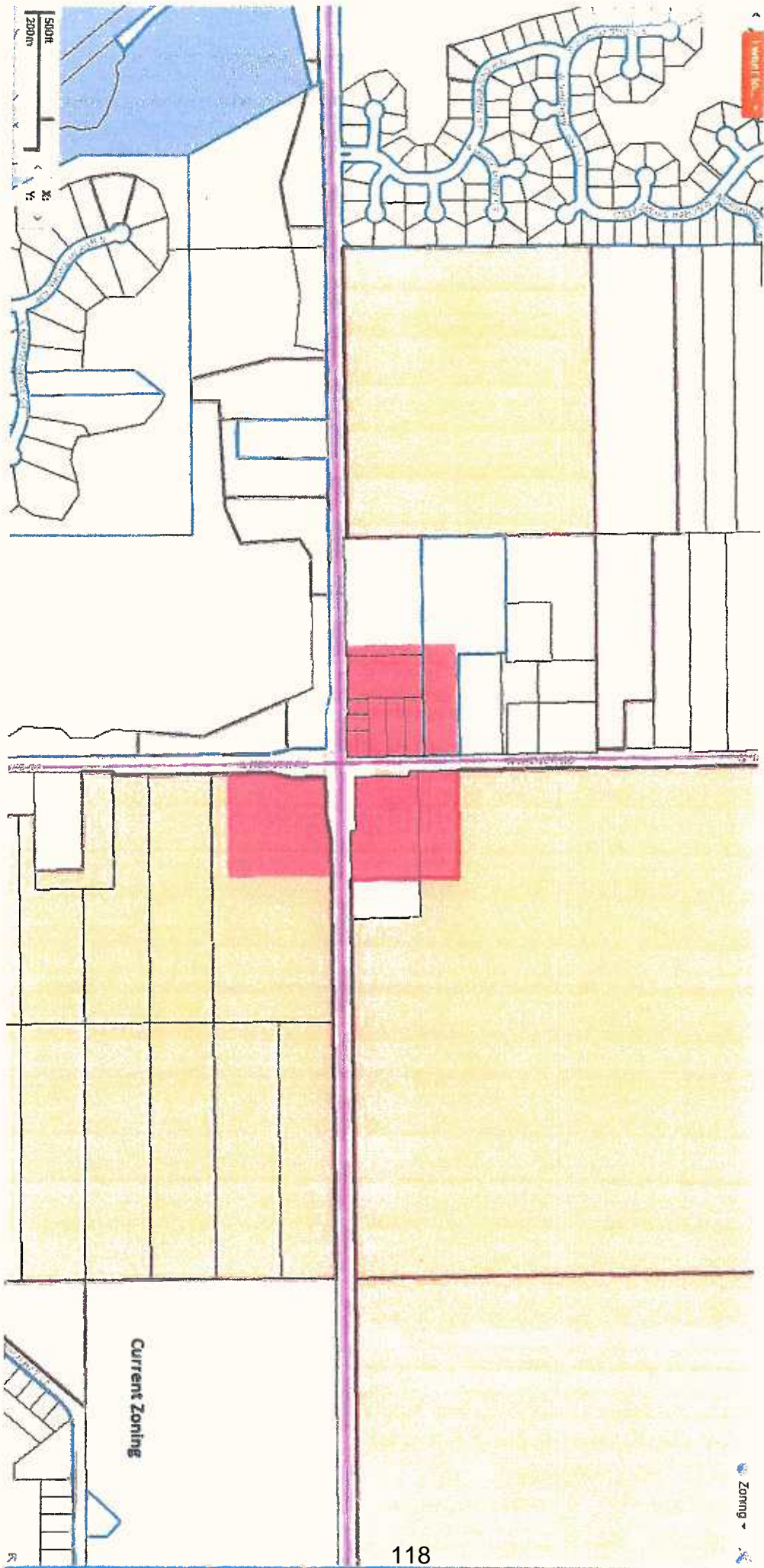
Dave Brown,

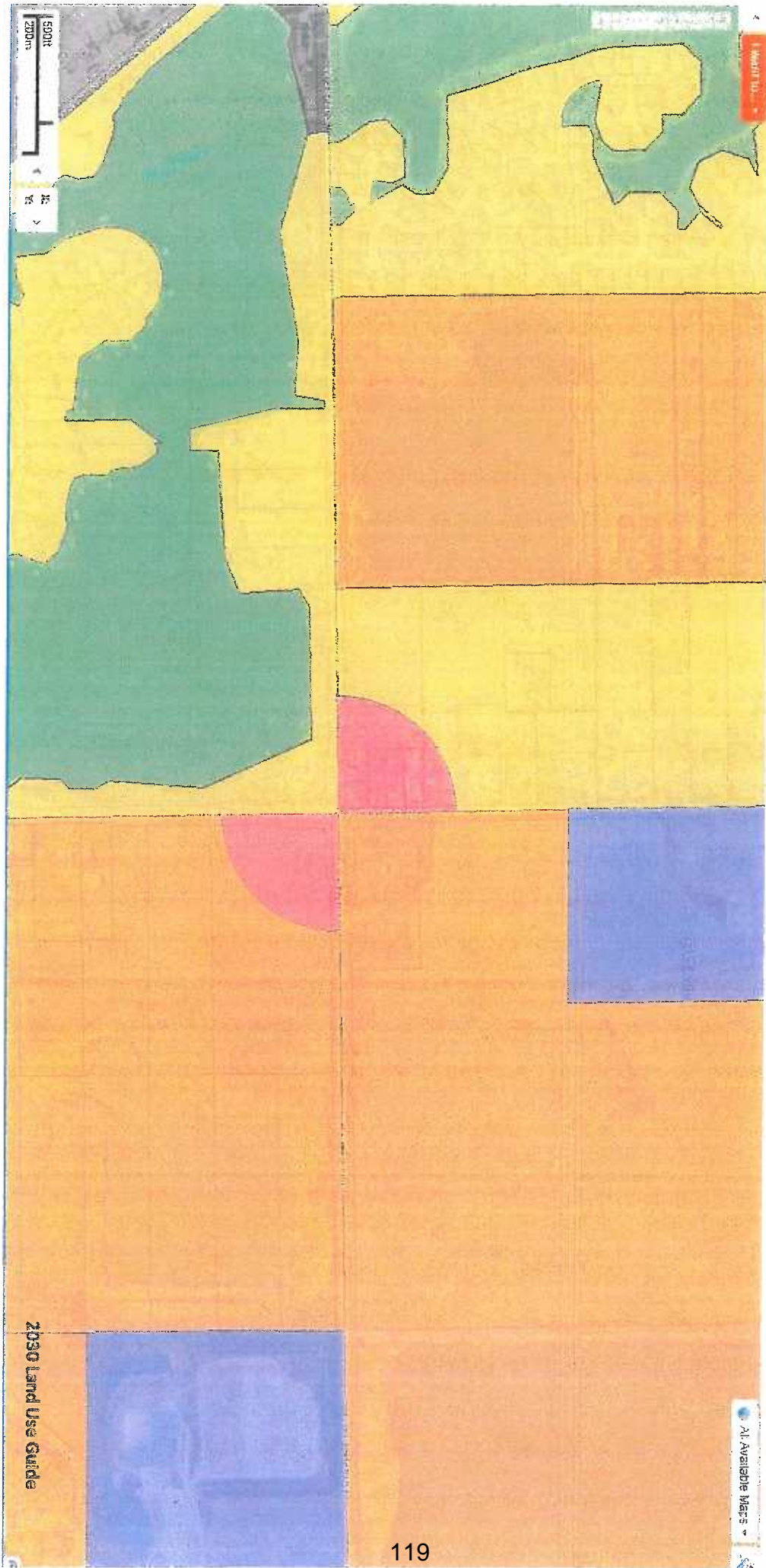
Berkshire Hathaway Pen Fed Realty
12021 E. 13th STE 100
Wichita, KS 67206
316-461-6297

Established Control Areas

- | | |
|--|-------------------------------------|
| | Residential and Employment Mix |
| | New Employment |
| | New Residential |
| | Small City Limits |
| | Small City Limits |
| | Metropolitan Core |
| | Waterway Corridor |
| | Standard Development Areas |
| | Small City Urban Growth Areas |
| | Small City Urban Growth Areas |
| | State City Urban Growth Areas |
| | Future Urban |
| | Rural Areas |
| | LAND USE |
| | Roadside |
| | Cornfields |
| | Cornfields |
| | Industrial |
| | Major Air Transportation & Military |
| | Parks and Open Space |
| | Agricultural or Forest |
| | Major Wetlands |
| | Municipalities/County Plans |







June 2nd, 2015

Dear MAPC members,

As you are aware, the rezoning and a conditional use of property on W. 29th St. N. near the intersection of Hoover in Case No. ZON2015-00012 and CON2015-00010 will be reconsidered this Thursday, June 4th. The proposition is to change the zoning of the property from SF-5 to limited commercial and then allow a self-storage/warehouse facility to be built. Strong neighborhood opposition was very obvious during the MAPC meeting when this case was considered the first time. We will once again be present Thursday to voice our opposition and hopefully communicate our concerns more clearly; however, we also wanted to summarize some of our concerns/main points of opposition on paper in case you prefer to review ahead of time.

Strong Community Opposition

At least nine neighbors voiced opposition at the MAPC hearing on April 2, 2015. Enough petitions (47.98%) were received by the City Clerk to require a super-majority vote on the City Council to approve the rezoning and conditional use. That percentage will be close to 100% this time around. The request for rezoning and conditional use was denied at the DAB V meeting on April 21, 2015 (which was the first time the case was heard at DAB V; second time will be June 15th, 2015). DAB VI also denied the request at the meeting on June 1st, 2015.

The Property is Suitable for the Uses to Which it is Currently Zoned

Simply because the current landowners have chosen not to build a home on the lot or to accept either of two very fair offers for purchase of their property (as it is currently zoned,) does not make the property "unsuitable" for its existing zoning. The current landowners have been offered \$100,000 as well as \$120,000 by a second person for the 4.9 acre lot (appraised at \$30,000); instead of accepting either offer, they desire to sell their property for commercial use in order to make more money off the sale of their land. The desire of the landowner is completely understandable; however, the advantage to one landowner who would benefit from the rezoning should not outweigh the harm to many existing residents. Whether this refusal to consider a more than reasonable offer to purchase the property evidences a lack of understanding of property values or a calculated move to bolster the application for rezoning is anyone's guess. It is facetious, at best, for the current owner to claim he is unable to sell or develop the property as it is currently zoned when he rejects an offer of more than triple the appraised value. As stated in "Golden Rule #5," the relationship between the property owner's right to use and obtain value from their property and the City's responsibility to its citizens should be weighed." This property owner can obtain significant value from his property as it is currently zoned and without adversely affecting nearby property and property owners.

Furthermore, if approved, this rezoning decision would inhibit the future development of another lakeside neighborhood while supporting a storage unit complex.

The MAPC staff report finding #2 “suitability of the subject property for the uses to which it has been restricted” states that the east 0.45 acres of the subject property is already zoned LC. That 0.45 acres is less than 10% of the property (which is just under 5 acres). The remaining 4.5 acres is zoned SF-5 (Single-family residential) and is perfectly suitable for that intended use. In fact, there was a home on the property until it burned down. The finding #2 states that a recreational vehicle, “not of legal use as currently zoned,” is placed on the property. While a true statement, it is not our fault the current landowners have chosen to do that and certainly that is not a justification that the property isn’t suitable for its current zoning. In fact, the property can undoubtedly be used as it is currently zoned. This property is within the Maize USD 266 district, which is widely considered to be one of the top districts in the area. The lot to the west of this property is an absolutely gorgeous sand pit lake that the owner plans to develop with single family residence lots. The land to the east is zoned LC; however, three single family residences have homes on that land. A new lakeside residential development is in planning stages on the southeast corner of the intersection of Hoover and 29th St. N. Thus, the application area is surrounded by property suitable for SF-5 zoning. The trend has been toward residential development in this area, not commercial. There is actually not a single commercial site along 29th St. N between Hoover and Ridge.

Extent to Which Rezoning Will Detrimentially Affect Nearby Property

Rezoning will substantially affect surrounding property values and harm us for years to come. We requested an official opinion on the likely effect the rezoning would have on our property values. As you can see in the attached letters (submitted to the City Council), simply changing the surroundings of these homes has a dramatic effect on value. Given the comparable sales cited, a conservative estimate shows at least a 25-30% reduction in sales price should be expected. Considering these are million-dollar-plus homes, this would be a significant reduction in property values and revenue to the county and city.

Additionally, rezoning would destroy the unique lakeside development opportunity (the lot to the west of the application area). We intend to show pictures of this lot/lake at the MAPC meeting and further explain this concern.

Length of Time Property has Remained Vacant as Zoned

The “Golden Rules” themselves state that a property might remain vacant for reasons NOT related to zoning, such as financing problems, lack of available services, other development problems, etc. We would like to point out that there was a single family home on this property

until it caught fire. As already noted, there has been more than one offer to purchase this property (as it is currently zoned, SF-5).

We respectfully request that this application for rezoning and conditional use be denied. As we have discussed above, the property's current zoning is appropriate and the landowner has had ample opportunity to sell or develop the property. Further, the surrounding homeowners will suffer significant harm if this rezoning and conditional use is approved.

Respectfully,

Drs. Brett and Brooke Grizzell

Mark and Holly Rehwinkel

Drs. Joseph and Nancy Poggi

John Pfister

Greg and Angie Bowman

Mary Brand, Barefoot Bay HOA President

Craig and Linda Steven

Clayton Kulp

John and Kathy Edwards

John Ranney

Dennis and Lynda Grizzell

Mary Oakman

Dave Champley and Sharon Buck

Jolynn Oakman

Bill and Shelly Moore

Wanda Zimmerman



BERKSHIRE HATHAWAY | PenFed Realty
HomeServices

April 29th, 2015

To whom it may concern:

RE: Real Estate Values in Single Family Neighborhoods combined with Commercial Properties

With my 14 years as a Realtor, I have observed many properties that have views of or are neighbors of Commercial properties, busy streets, and/or industrial sites, and these properties are always sold for lessor values. This is referred to as External Economic Obsolescence, a form for value depreciation from a source outside of the control of the actual landowner.

Buyers prefer neighborhoods with other homes similar to theirs which provides a sense of safety, beauty, and amenities for their family. Amenities would include pools, playgrounds, green belts, and lakes.

A storage facility, warehouse, business or heavy traffic would be a negative valuation to any single family neighboring homes. Obviously, some property will have to be affected by these external negative factors, but it is in the best interest of property owner in maintaining property values that these external factors are at the bare minimum possible.

Should you have any questions, please do not hesitate to contact me.

Best Regards,

Dave Brown,

Berkshire Hathaway Pen Fed Realty
12021 E. 13th STE 100
Wichita, KS 67206
316-461-6297

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2015-00012

Zone change from SF-5 Single-family Residential (SF-5) to LC Limited Commercial on approximately 4.94 acres (associated with CON2015-00010) described as:

Beginning 545 feet West of the Southeast corner of the Southeast Quarter; thence North 425 feet; thence West 600 feet, thence South 425 feet; thence East to the point of beginning Section 34, Township 26 Range 1 Est of the 6th P.M., Wichita, Sedgwick County, Kansas.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magana, City Attorney and Director Law

CONDITIONAL USE RESOLUTION NO. CON2015-00010

WHEREAS, the Estate of Verna E. Cornwell, Ruggles & Bohm, P.A., c/o Chris Bohm, (Agent); pursuant to Section V-D of the Wichita-Sedgwick County Unified Zoning Code (herein referred to as Unified Zoning Code), requests a Conditional Use for a Warehouse, Self-Storage on 5.5 acres zoned LC Limited Commercial ("LC") described as:

Beginning 545 feet West of the Southeast corner of the Southeast Quarter; thence North 425 feet; thence West 600 feet, thence South 425 feet; thence East to the point of beginning Section 34, Township 26 Range 1 Est of the 6th P.M., Wichita, Sedgwick County, Kansas.

WHEREAS, proper notice as required by the Unified Zoning Code and by the policy of the Metropolitan Area Planning Commission (hereinafter referred to as MAPC) has been given; and

WHEREAS, the MAPC did, at the meeting of April 2, 2015, consider said application; and

WHEREAS, the MAPC has authority to permit a Conditional Use, subject to any special conditions deemed appropriate in order to assure full compliance with the criteria of the Unified Zoning Code.

NOW, THEREFORE, BE IT RESOLVED by the Wichita City Council that this application be approved to exclude all uses by right in LC zoning district and allow a Conditional Use for a Warehouse/Self-Storage facility on 5.5 acres zoned LC Limited Commercial ("LC") described as:

Beginning 545 feet West of the Southeast corner of the Southeast Quarter; thence North 425 feet; thence West 600 feet, thence South 425 feet; thence East to the point of beginning Section 34, Township 26 Range 1 Est of the 6th P.M., Wichita, Sedgwick County, Kansas.

Approved subject to the following conditions:

- 1) The zone change and conditional use will not be final until the property is platted according to the Subdivision Regulations of the UZC;
- 2) Obtain all permits and inspections as required by the Metropolitan Area Building and Construction Department. All development will be subject to platting and be per City Code, including landscaping, code compliance and any other applicable standards;
- 3) The applicant shall submit a revised site plan and elevation drawings for review and approval by the Planning Director, prior to the issuance of a building permit, per City standards, within one year of approval by the MAPC or the City Council. The site shall be developed according to the revised site plan;
- 4) All improvements shall be complete within one year of the approval of the Conditional Use by the MAPC or the City Council;
- 5) The site shall be developed and operated in compliance with all federal, state and local rules and regulations;
- 6) Prior to the issuance of an occupancy permit, a four to five-foot high landscaped berm is required to be installed along the site's West 29th Street North frontage. Even though the property is zoned LC, use of the property is limited to a "warehouse, self-storage," as defined by the Wichita-Sedgwick County Unified Zoning Code, and subject to the development standards contained therein, and to the uses permitted by right in the SF-5 Single-Family (SF-5) zoning district; and

- 7) If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, may, with the concurrence of the Planning Director, declare the Conditional Use null and void;

Adopted this _____ Day of _____ 2015

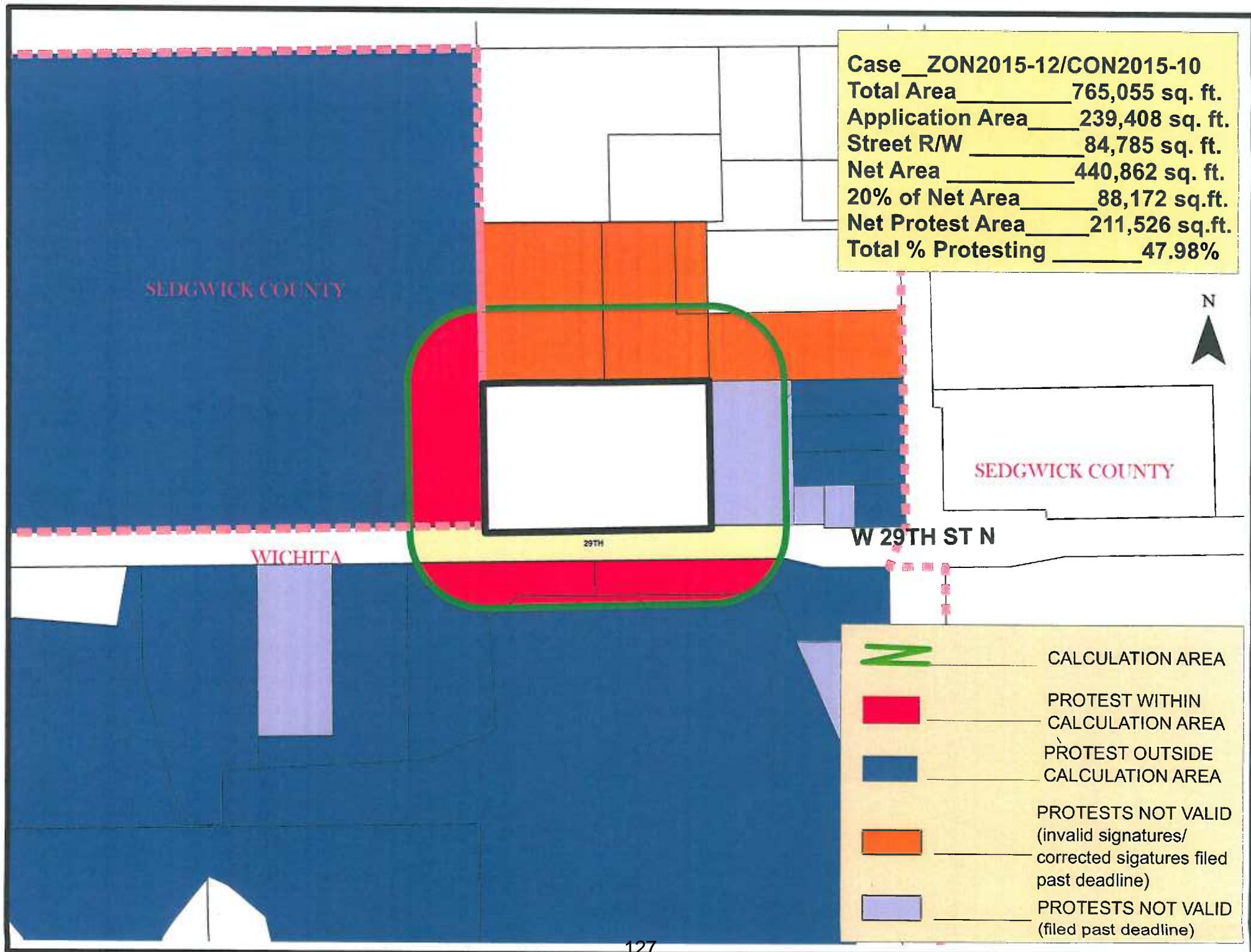
Jeff Longwell, Mayor

ATTEST:

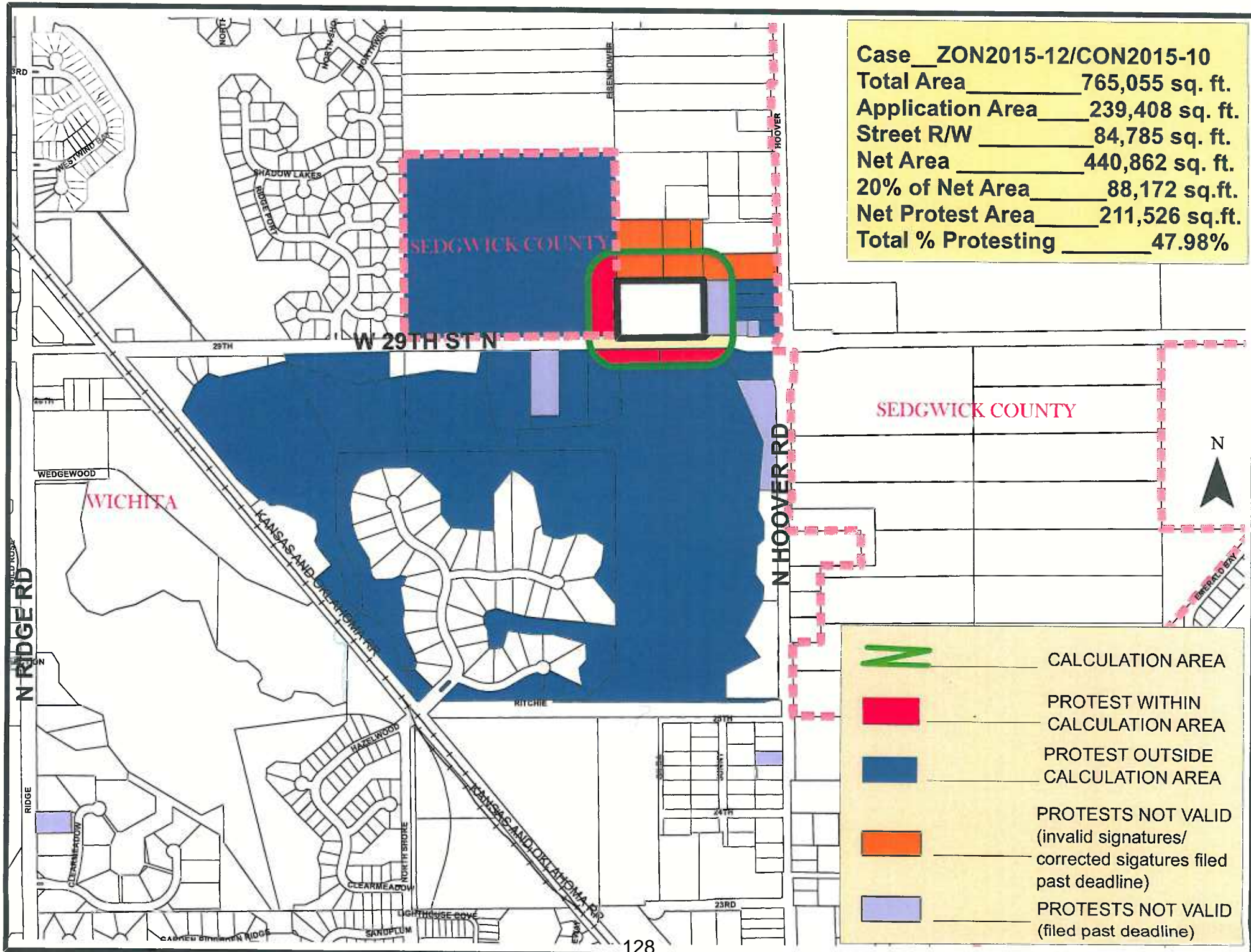
Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magana, City Attorney and Director of Law



Case ZON2015-12/CON2015-10
 Total Area 765,055 sq. ft.
 Application Area 239,408 sq. ft.
 Street R/W 84,785 sq. ft.
 Net Area 440,862 sq. ft.
 20% of Net Area 88,172 sq. ft.
 Net Protest Area 211,526 sq. ft.
 Total % Protesting 47.98%





Albertson Associates LLC
9225 Peppertree
Wichita, Ks. 67226
316 636-9472

AERIAL VIEW BETWEEN RIDGE & HOOVER AT 29th



**AERIAL VIEW AT SUBJECT
PROPERTY**



**WEST VIEW FROM 29th LOOKING
AT SUBJECT PROPERTY**



**EAST VIEW LOOKING AT SUBJECT PROPERTY
FROM WEST PROPERTY LINE**



**PROPERTY WEST OF SUBJECT PROPERTY
VIEW LOOKING NORTH FROM 29TH**



**PROPERTY WEST OF SUBJECT PROPERTY
VIEW LOOKING NORTH FROM 29th**



VIEW LOOKING WEST FROM SUBJECT PROPERTY



**METAL BUILDING SIDING USED TO
MAKE 8 FOOT FENCE ALONG NORTH
PROPERTY LINE OF SUBJECT PROPERTY LINE**



NORTH EAST VIEW OF SALVAGE PROPERTY



EAST VIEW OF SALVAGE PROPERTY



***SOUTH VIEW FROM SUBJECT
PROPERTY***



**SW VIEW ACROSS 29th FROM
SUBJECT PROPERTY**



**AERIAL VIEW – SANDPIT
OPERATION & RAILROAD**



***SW VIEW FROM BACK
YARDS OF BAREFOOT BAY
PROPERTIES ON 29th***



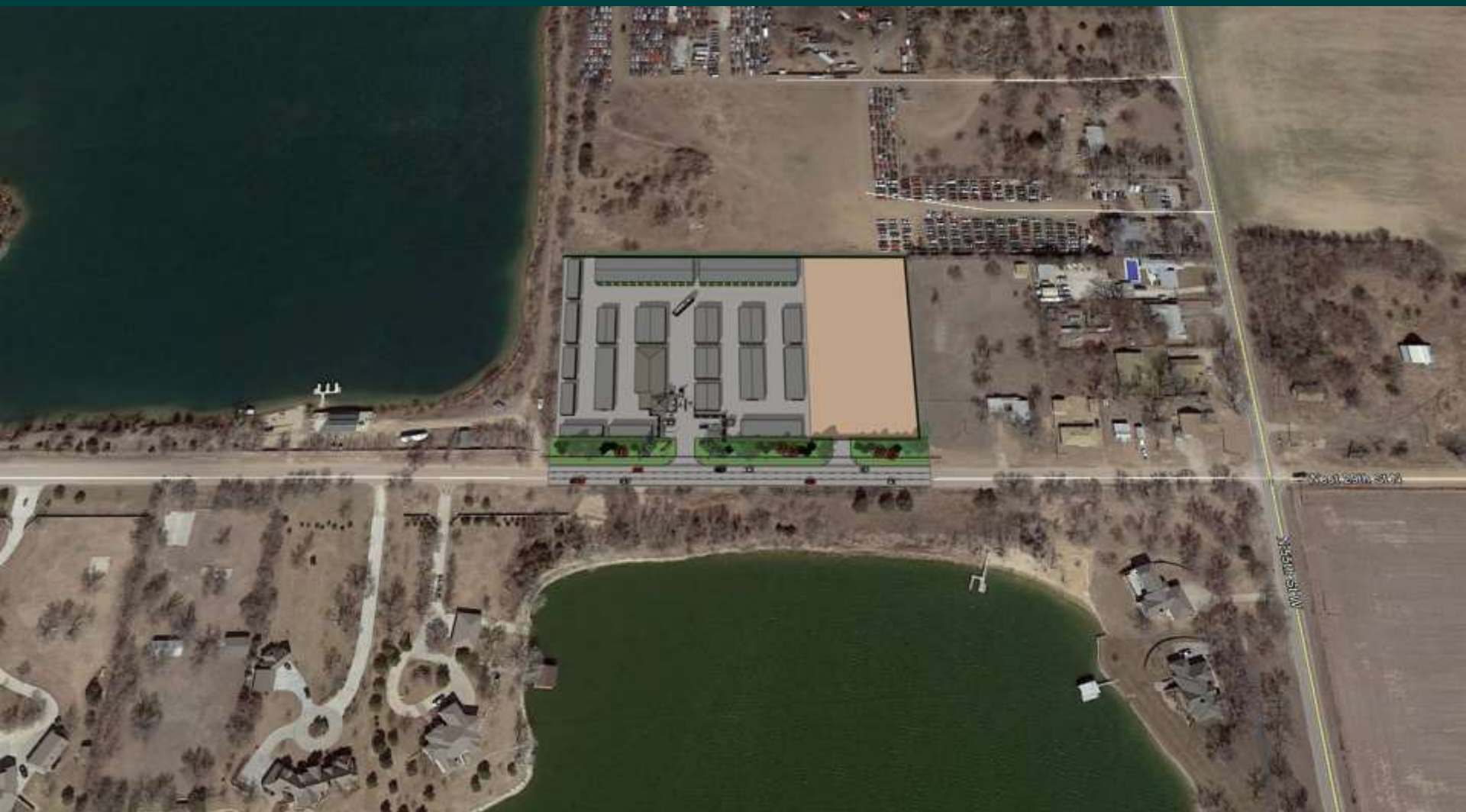
**QUIKRETE PLANT OPERATION –
WEST OF BAREFOOT LAKE**



**ENTRY TO MARK & JANA
GRIGGS - LOOKING SOUTH**
6951 ¹⁴⁴W 29th



**PROPERTY WEST OF
RAILROAD TRACKS WEST OF
MARK & JANA GRIGGS**





SITE AERIAL



***LOOKING EAST ALONG 29TH STREET
TOWARD THE ENTRY***



***LOOKING NORTH EAST AT THE ENTRY
FROM 29TH STREET***



***LOOKING NORTH WEST AT THE ENTRY
FROM 29TH STREET***



***LOOKING WEST ALONG 29TH STREET
TOWARD THE ENTRY***



***LOOKING NORTH WEST AT THE ENTRY
FROM 29TH STREET***

Neighborhood Opposition to Rezoning Case ZON2015-00012 & CON2015-00010

June 2015

DAB VI

MAPC

DAB V

Photographs of existing homes along South side of 29th Street (between Hoover and Ridge)



SW corner of Hoover/29th
st. intersection

29th St. N (between Hoover and Ridge)



















Photographs of homes along North side of 29th Street (between Hoover and Ridge)



Home on NW corner
of intersection of
Hoover and 29th st.





Unique sand pit lake to West of application property











Ridgeport Neighborhood



Now look at some nearby storage unit facilities. . .





















Main points of opposition

1. The property is zoned SF-5 and can be used this way.

Simply b/c the current landowners have chosen not to build a home on the lot and instead desire to sell it for commercial use in order to make more money off the sale of their land, does NOT make the property unsuitable for its existing zoning (SF-5)

2. Rezoning from residential to commercial use adversely affects interests and property values of existing homeowners

- The advantage to one landowner who would benefit from the rezoning should not outweigh the harm to many existing residents.

*One of the primary purposes of zoning restrictions is to protect the interests and property values of existing landowners

Point #2 continued

- Two realtors submitted letters indicating the negative valuation a storage unit facility would be to any single family neighboring homes.
- Specific examples of loss of value between lots with wooded and lake views vs. those with views of commercial property displayed devaluation as much as 10% or greater
- \$237 sq. ft. vs. \$129 sq. ft.

What's the Self-Storage Capital of the U.S.?
Hint: It's Somewhere Over the Rainbow

By John Egan February 27, 2015



For years, Wichita, KS, has been called the Air Capital of the World, thanks to its stature as a major hub in the U.S. aircraft-manufacturing industry. Today, Wichita can claim another title: Self-Storage Capital of the U.S.

Data from the recently released 2015 Self-Storage Almanac shows the Wichita metro area has more square feet of self-storage per person (13.16) than any of the country's 100 largest metro areas. Since the U.S. contains far more self-storage space than any other country, it could be argued that Wichita reigns as the Self-Storage Capital of the World. Here are the metro areas with the most square feet of self-storage per person:

- 1.Wichita, KS
- 2.Tulsa, OK
- 3.Little Rock, AR
- 4.Madison, WI
- 5.Knoxville, TN
- 6.Spokane, WA
- 7.Baton Rouge, LA

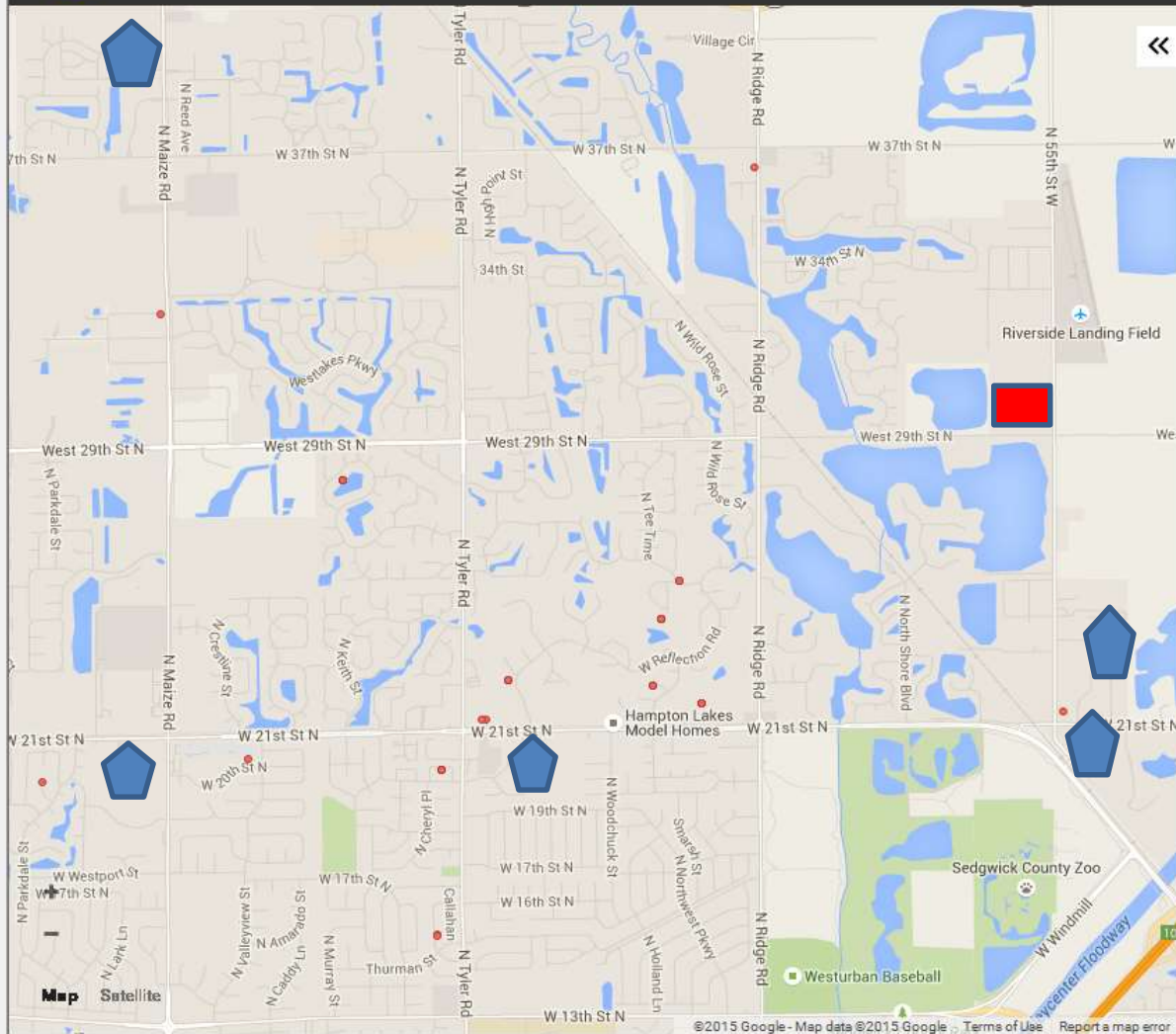
3. No community need for another storage unit facility

- Data from 2015 self-storage almanac indicate that Wichita has more square feet of self storage per person than any of the country's one hundred largest metro areas.
- Wichita has more than 160 self-storage facilities with an overall average occupancy rate of less than 70%
- Refer to map of nearby storage facilities→

Storage Unit Facilities within 5 miles of application property

- Security Self-Storage Central & Tyler
- Security Self-Storage 21st & Tyler
- Security Self-Storage 8631 W. 21st st. N
- U-Needa Storage 2120 N. Hoover
- All Storage of Maize 5081 N. Maize

« Popular images



4. Destruction of unique lakeside neighborhood opportunity in West Wichita

- The property immediately West of the application area is zoned SF-20 with conditional use allowing sand/gravel extraction (CU-242).
- The property owner has plans to build a home or develop into multiple lots for multiple single family residences.
- There are a limited number of sand-pit lakes in Wichita; they are attractive and unique.

5. Conformance to plans/policies

- 2030 Wichita Functional Land Use Guide of the Comprehensive Plan identifies this site as appropriate for “Urban Residential” (as quoted in staff report for MAPC meeting).
- It also states that property east of site is zoned LC (However currently has 3 single family homes) and property north is LI. Conveniently leaves out that property west is SF-20 with private lake and plans for residential development as well as property to south being SF-5 with 8 single family residences (appraisal values of which range from 700,000 to 2 million).

SF-5 Permitted Uses

- Single Family
- Public/civic uses: Church, Library, Park
- Agricultural uses
- * Landowners have been offered \$100,000 for property (well above 30,000 appraised value per Sedgwick County Assessor); thus NO reason/justification that current zoning needs to be changed.

Our 5 ft. wall- Example of how a
“screening wall” won’t actually offer
any screening





Photo from backside of our 5 ft. berm-
again, no true “screening”



Example of self-storage with outside storage





City of Wichita
City Council Meeting
July 14, 2015

TO: Mayor and City Council

SUBJECT: CON2015-00019 - City Conditional Use Request to Allow Outdoor Vehicle and Equipment Sales and Self-service Storage in the Limited Commercial (LC) zoning district; Generally Located 700 feet North of West Central on the East Side of North Ridge Road (District V)

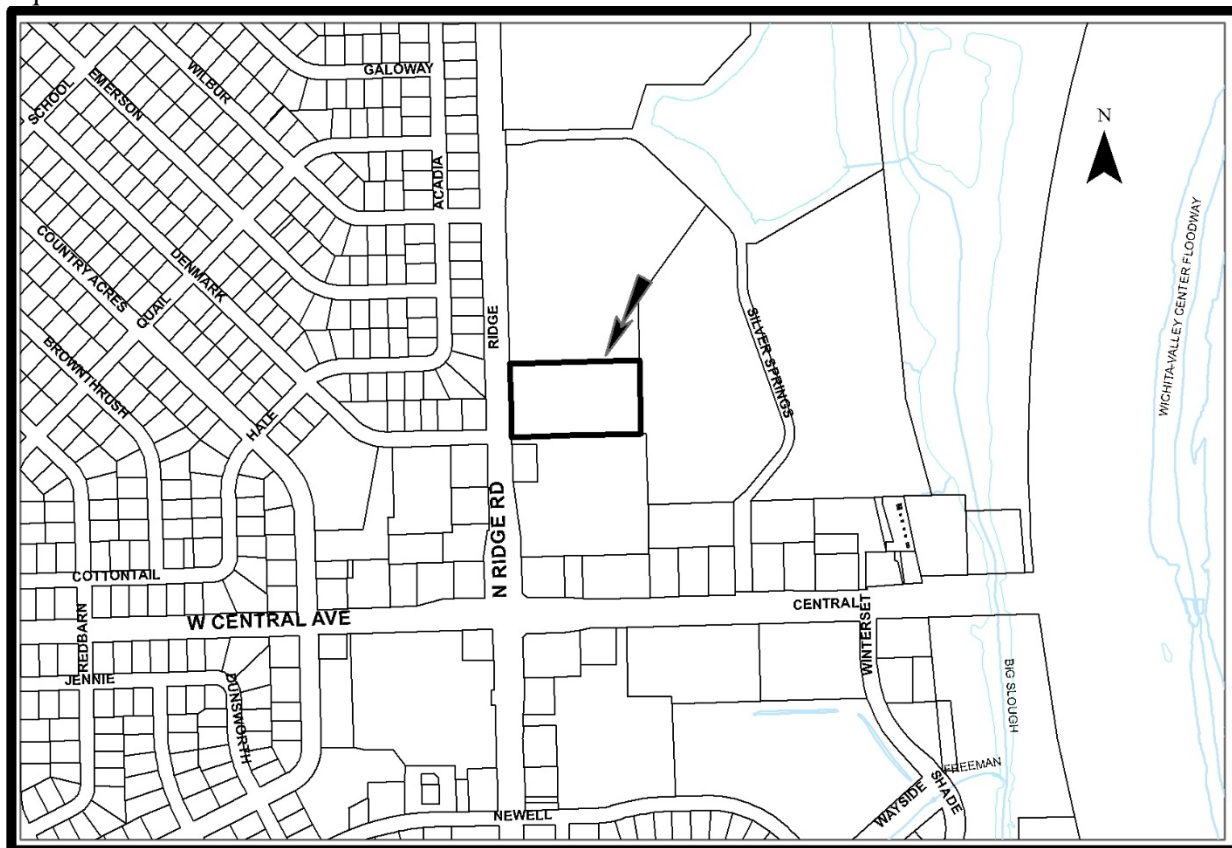
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendation: The MAPC recommended approval of the request (9-0).

DAB Recommendation: District Advisory Board V recommended approval of the request (3-0).

MAPD Staff Recommendation: Metropolitan Area Planning Department staff recommended approval of the request.



BACKGROUND: The Applicant is requesting a “conditional use” to allow outdoor vehicle sales, boat and recreational vehicle storage, and “self-service storage” on Lot 1 Block 1, Johnson’s Garden Center Ridge Addition, which is currently zoned Limited Commercial (LC). The site is located approximately 700-feet north of W. Central Avenue on the east side of N. Ridge Road (802 N. Ridge Road). The subject site is developed with six structures that were used for retail, office and greenhouses during the time the property was operating as a garden/landscaping center. The applicant proposes to retain three buildings on the west end of the property and remove the greenhouses. Fifteen new self-service storage units will be built and an area designated for storage of boats and recreational vehicles. Per the Unified Zoning Code (UZC), outdoor vehicle and equipment sales and indoor self-service storage may be permitted with a conditional use in the LC zoning district. Outdoor storage of boats and recreational vehicles are not allowed in LC.

The Applicant’s site plan shows the existing retail structure, maintenance building and office building. The site has two existing drives onto North Ridge Road. The site plan also indicates the drive access to the self-service storage units and the parking for vehicle display, customer and employee parking.

Property north and east of the site is zoned Multi-Family Residential (MF-29) and developed with an apartment complex. Property south of the site is zoned LC and developed with a federally subsidized apartment complex. Property west of the site is zoned Two-Family Residential (TF-3) and Single-Family Residential (SF-5) and is developed with residential use. Ridge Road, a five-lane arterial separates the residential use from the project site.

There are similar uses in the area. Two small outdoor vehicle sales and vehicle repair limited establishments are located approximately one mile east of the site on the east side of I-235 at West Central and North Hoover Road. Just over a mile to the west at the northwest corner of West Central and North Tyler Road is a large lot (six acres) used car sales business adjacent to a large lot (4.67 acres) new car sales business. One-half mile south of the subject site is a warehouse/self-storage facility with boat and recreational vehicle storage on a 3.5 acre General Commercial (GC) zoned lot.

Outdoor vehicle and equipment sales and self-service warehouse uses are subject to supplementary use regulations control in UZC Article III, Section III-E.6. x and y (respectively).

Analysis: On June 4, 2015, the Metropolitan Area Planning Commission (MAPC) reviewed the application. The MAPC approved the application by consent (9-0).

On June 15, 2015, District Advisory Board (DAB) V heard the case and voted to approve the conditional use (3-0). No comments from the public were recorded.

Planning staff has received a valid protest representing 3.25 percent of the net land area located with the protest area. The protest represents less than 20 percent of the net land area located within the protest area.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

Legal Considerations: The Law Department has reviewed and approved the resolution as to form.

Recommendation/Actions: It is recommended that the City Council: 1) Concur with the findings of the MAPC and approve the conditional use subject to the conditions enumerated and adopt the findings of the MAPC (requires a simple majority vote); 2) Deny the conditional use request by making alternative findings, and override the MAPC’s recommendation (requires a two-third majority vote to override the MAPC’s recommendation); 3) Return the case to MAPC for further consideration with a statement specifying the basis for Council’s failure to approve or deny the application (requires a simple majority vote).

Attachments: Site Plan, MAPC minutes, DAB memo, Protest Map and Resolution.

RESOLUTION No. 15-212

A RESOLUTION AUTHORIZING A CONDITIONAL USE TO PERMIT VEHICLE SALES AND REPAIR AND SELF-SERVICE STORAGE ON APPROXIMATELY 3.63 ACRES ZONED LIMITED COMMERCIAL (LC), GENERALLY LOCATED 700 FEET NORTH OF WEST CENTRAL ON THE EAST SIDE OF NORTH RIDGE ROAD, IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-D, AS ADOPTED BY ORDINANCE NO. 44-975 AS AMENDED.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS:

SECTION 1. That after receiving a recommendation from the Wichita-Sedgwick County Metropolitan Area Planning Commission, and after said Planning Commission has given proper notice and held a public hearing as provided by law, and under authority granted by Section V-D of the Wichita-Sedgwick County Unified Zoning Code, for a Conditional Use to allow “vehicle sales and repair and self-service storage,” on approximately 3.63 acres zoned LC Limited Commercial legally described below:

Case No. CON2015-00019

A Conditional Use to allow “vehicle sales and repair and self-service storage,” on approximately 3.63 acres zoned LC Limited Commercial District described as:

Lot 1 Block 1, Johnson’s Garden Center Ridge Addition to Wichita, Sedgwick County, Kansas.

SUBJECT TO THE FOLLOWING CONDITIONS:

1. The site shall be developed and operated in conformance with the Unified Zoning Code Article III, Section III-D.6 x and y Use Regulations, including landscaping and any other applicable standards.
2. The site is permitted “vehicle and equipment sales, outdoor” as long as the sale of vehicles is associated with a legal vehicle repair use and self-service storage. Paint-less Dent Repair is an allowed service. The sale or rental of trailers and vehicles, motorcycles or trucks larger than pickups is not permitted. Number of cars for sale on the lot at any given time shall not exceed 10.
3. The applicant shall submit a revised site plan for review and approval by the Planning Director, prior to the issuance of a building permit, per City Standards, within one year of approval by the MAPC or the City Council. The site will be developed according to the revised site plan.
4. The landscaping plan will be submitted for review by the Planning Director, and approval of the landscape plan shall be obtained prior to the issuance of any permits.
5. The site shall conform to the lighting standards enumerated in Section IV-B.4 of the Unified Zoning Code. No string-type lighting shall be permitted.
6. All improvements shall be completed within one year of the approval of the Conditional Use by the MAPC or the City Council. No selling of cars shall be allowed until all permits have been acquired and all improvements to the site have been made.
7. The site shall be developed and operated in compliance with all federal, state, and local rules and regulations.
8. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

SECTION 2. That upon the taking effect of this Resolution, the notation of such Conditional Use permit shall be shown on the “Official Zoning District Map” on file in the office of the Planning Director of the Wichita-Sedgwick County Metropolitan Area Planning Department.

SECTION 3. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this date

July 14, 2015.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

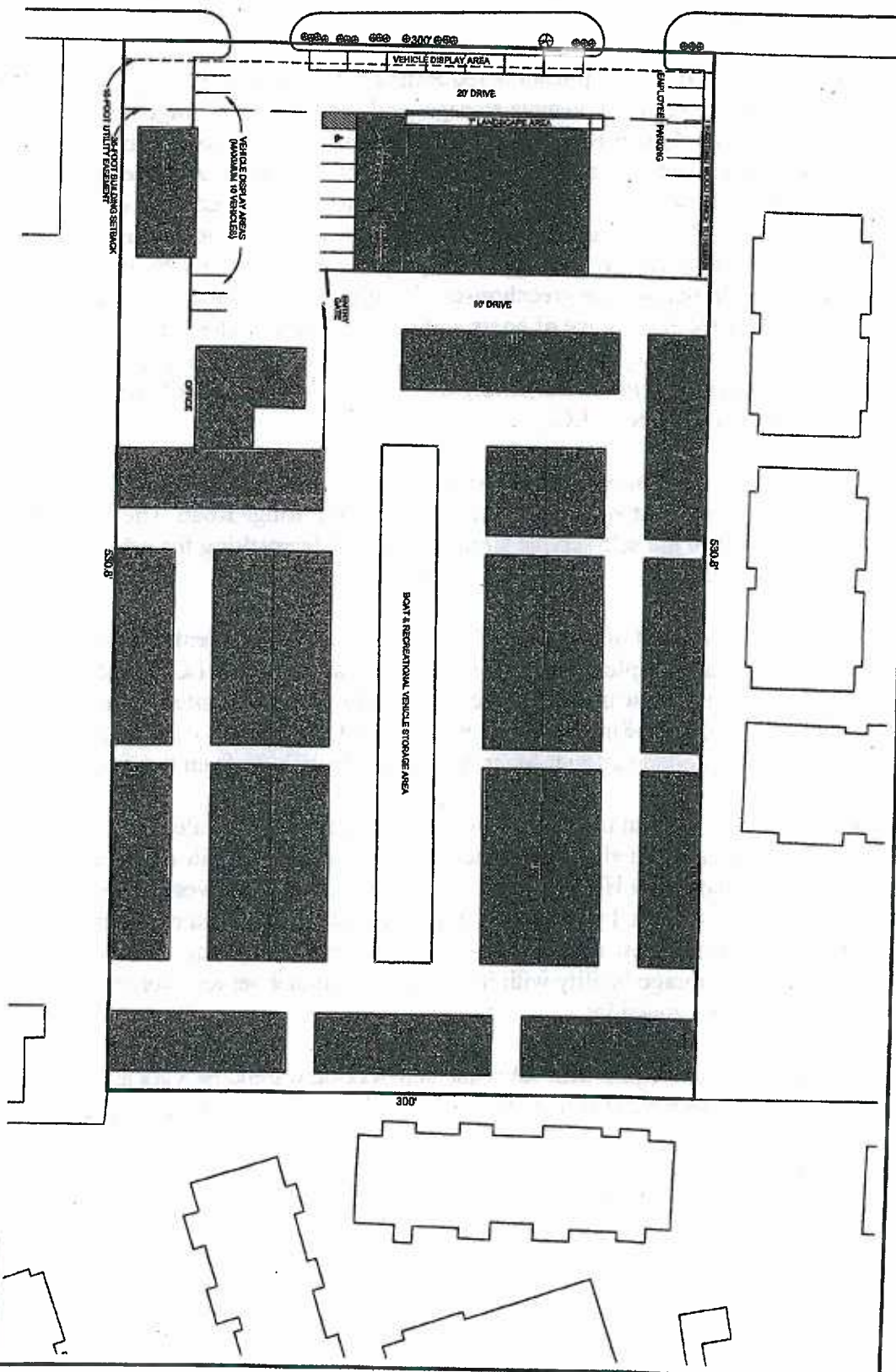
Jennifer Magaña, City Attorney and Director of Law

SCALE: 1" = 50'



RIDGE ROAD

CON2015- SITE PLAN
802 N. RIDGE ROAD



**EXCERPT MINUTES OF THE JUNE 4, 2015 WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION HEARING**

Case No.: CON2015-00019 - Car Smart Used Cars LLC, Dennis Sanders (applicant) and Greg Ferris (agent) request a City Conditional Use for car sales and self storage on LC Limited Commercial zoned property on property described as:

Lot 1, Block 1, Johnsons Garden Center Ridge Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant is requesting a “conditional use” to allow outdoor vehicle sales, boat and recreational vehicle storage, and “self-service storage” on Lot 1 Block 1, Johnson’s Garden Center Ridge Addition, which is currently zoned Limited Commercial (LC). The site is located approximately 700-feet north of W. Central Avenue on the east side of N. Ridge Road (802 N. Ridge Road). The subject site is developed with six structures that were used for retail, office and greenhouses during the time the property was operating as a garden/landscaping center. The applicant proposes to retain three buildings on the west end of the property and remove the greenhouses. Fifteen new self-service storage units will be built and an area designated for storage of boats and recreational vehicles. Per the Unified Zoning Code (UZC), outdoor vehicle and equipment sales and indoor self-service storage may be permitted with a conditional use in the LC zoning district. Outdoor storage of boats and recreational vehicles are not allowed in LC.

The applicant’s site plan shows the existing retail structure, maintenance building and office building. The site has two existing drives onto North Ridge Road. The site plan also indicates the drive access to the self-service storage units and the parking for vehicle display, customer and employee parking.

Property north and east of the site is zoned Multi-Family Residential (MF-29) and developed with an apartment complex. Property south of the site is zoned LC and developed with a federally subsidized apartment complex. Property west of the site is zoned Tw-Family Residential (TF-3) and Single-Family Residential (SF-5) and is developed with residential use. Ridge Road, a five-lane arterial separates the residential use from the project site.

There are similar uses in the area. Two small outdoor vehicle sales and vehicle repair limited establishments are located approximately one mile east of the site on the east side of I-235 at West Central and North Hoover Road. Just over a mile to the west at the northwest corner of West Central and North Tyler Road is a large lot (six acres) used car sales business adjacent to a large lot (4.67 acres) new car sales business. One-half mile south of the subject site is a warehouse/self-storage facility with boat and recreational vehicle storage on a 3.5 acre General Commercial (GC) zoned lot.

Outdoor vehicle and equipment sales and self-service warehouse uses are subject to supplementary use regulations control in UZC Article III, Section III-E.6. x and y (respectively).

CASE HISTORY: The site was platted with LC zoning as Johnson’s Garden Center Ridge Addition; Wichita, Sedgwick County, Kansas on June 26, 1998. Johnson’s Garden Center closed that location several years ago.

ADJACENT ZONING AND LAND USE:

NORTH:	MF-29	Apartment Complex
SOUTH:	LC	Apartment Complex
EAST:	MF-29	Apartment Complex
WEST:	TF-3; SF-5	Duplex and Single-family Residential

PUBLIC SERVICES: The subject property has access to Ridge Road, a five-lane arterial at this location. Municipal water and sewer services and all other utilities are currently provided to the subject property.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan identifies this site as appropriate for local commercial types of use. This category of use encompasses areas that contain concentrations of predominantly commercial, office, and personal service uses that do not have a predominately regional market draw. The range of uses includes: multi-family residential, medical or insurance offices, auto repair and service stations, grocery stores, florist shops, restaurants and personal service facilities.

The Commercial Locational Guidelines also recommend that auto-related commercial uses should be guided to cluster in areas such as CBD fringe, segments of Kellogg Avenue and Broadway Avenue, or other appropriate areas and streets where these uses may already exist or to locations where traffic patterns, surrounding land uses, and utilities can support these activities. Introduction of a car sales lot into an area can lead to other car sales lots and this is an issue that must be addressed on a site-by-site basis with a conditional use application.

RECOMMENDATION: While the site does not entirely meet the Comprehensive Plan's criteria of locating car lots in areas where they are already clustered, an application for a conditional use for a small site for car sales and warehouse/self-storage would be appropriate given the size of the lot. In this case the applicant proposes to retain the permitted by right limited vehicle repair business which will include paint-less dent repair, while operating a used car sales lot. Based on the information available prior to the public hearing, MAPD staff recommends the application be APPROVED. Recommended conditions of approval include:

- 1) Obtain all permits and inspection as required by the Metropolitan Area Building and Construction Department. All development will be per City Code including landscaping, building and fire code compliance and any other applicable standards.
- 2) Off-street parking spaces shall be provided in accordance with Article IV, Sec. IV-A of the UZC.
- 3) In addition to uses permitted by right in the LC zoning district, the site is permitted "vehicle and equipment sales, outdoor" as long as the sale of vehicles is associated with a legal vehicle repair use and subject to Article III, Section III-D.6.x (attached). Paint-less dent repair is also permitted, no other auto-body work is allowed at this location. The sale or rental of trailers, motorcycles or scooters and vehicles or trucks larger than pickups is not permitted. The storage of boats and recreational vehicles is not permitted.
- 4) Self-service storage is permitted subsection to Article II, Section III-D.6.y (attached).

- 5) The applicant shall submit a revised dimensional site plan for review for approval by the Planning Director, prior to the selling of any cars or light trucks, within six months of approval by the MAPC or the City Council. The site plan will include, but not be limited to, internal circulation that will remain open at all time and confirms the site meets the parking standards for the approved car sales lot, vehicle repair limited and warehouse/self-storage. The site will be developed according to the revised site plan.
- 6) All improvements shall be completed within one year of the approval of the conditional use by the MAPC or the City Council. No selling of cars, vehicle repair or self-storage shall be allowed until all permits have been acquired and all improvements to the site have been made.
- 7) The site shall be developed and operated in compliance with all federal, state, and local rules and regulations.
- 8) If the Zoning Administrator finds that there is a violation of any of the conditions of the conditional use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the conditional use is null and void.

The staff's recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** Property north and east of the site is zoned MF-29 and developed with an apartment complex. Property south of the site is zoned LC and developed with a federally subsidized apartment complex. Property west of the site is zoned TF-3 and SF-5 and is developed with residential use. Ridge Road, a five-lane arterial, separates the residential use from the project site.
2. **The suitability of the subject property for the uses to which it has been restricted:** The property is zoned LC. The property is suitable for the commercial uses to which it has been restricted, including its proposed use as outdoor vehicle and equipment sales, vehicle repair limited and indoor self-service storage.
3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** Vehicle sales and self-service storage on a site this size when developed with the conditional use, will have a minimum negative effect on the area, with the application of access control, landscaping, screening and the other conditions on the site.
4. **Conformance of the requested change to adopted or recognized Plans/Policies:** The Land Use Guide of the Comprehensive Plan identifies this area as "Local Commercial." "This category encompasses areas that contain concentrations of predominately commercial, office and personal service uses that do not have a significant regional market draw. The range of recommended uses includes: multi-family residential, medical or insurance offices, auto repair and service stations, grocery stores, florist shops, restaurants and personal service facilities. On a limited presence basis, these areas may also include mini-storage warehousing and small scale, light manufacturing." There is no adopted neighborhood plan that would specifically discourage car rental at this site. The conditional use conditions should mitigate any potential negative effects on surrounding properties.

5. **Impact on Community Facilities:** All public facilities are available and existing road facilities are adequate.

EXERPTED UNIFIED ZONING CODE

Art. III, Zoning District Standards

Sec. III-D.6.x and y, USE REGULATIONS

x. Vehicle and Equipment Sales, Outdoor, in LC. Outdoor Vehicle and Equipment Sales shall be subject to the following standards when located within the LC District.

(1) Location shall be Contiguous to a major Street as designated in the *Transportation Plan* adopted by the Governing Bodies, and as amended from time to time.

(2) Visual Screening of areas Adjacent to residential zoning Districts shall be provided to protect Adjacent properties from light, debris and noise and to preserve Adjacent property values even when the change in use to Vehicle and Equipment Sales replaces a previous use that is of equal or greater intensity. In no case shall Screening be less than that required by Sec. IVB.1-3.

(3) All Parking, Outdoor Storage and display areas shall be paved with concrete, asphalt or asphaltic concrete or any comparable hard surfacing material. Parking barriers shall be installed along all perimeter boundaries Abutting streets, except at driveway entrances or where Fences are erected, to ensure that parked Vehicles do not encroach onto public Street Right-of-Way.

(4) The lighting shall be in compliance with the lighting requirements of Sec.IV-B.4. No string-type or search lighting shall be permitted.

(5) The noise levels shall be in compliance with the compatibility noise standards of Sec. IV-C.6. Outdoor speakers and sound amplification systems shall not be permitted.

(6) No repair work shall be conducted except in an enclosed Building, and further provided that no body or fender work is done.

(7) Only those Signs permitted in the LC District shall be permitted on this Site, except that no portable, flashing, moving or off-site Signs shall be permitted and no streamers, banners, pennants, pinwheels, commercial flags, bunting or similar devices shall be permitted.

(8) There shall be no use of elevated platforms for the display of Vehicles.

y. Warehouse, Self-Service Storage, in GO and LC. Self-Service Storage Warehouse facilities shall be subject to the following standards when located within the GO or LC Districts.

(1) A tract for such use located in the GO District shall be Contiguous with a less restrictive District.

(2) The use must be located Contiguous to an arterial Street, and have direct access to the arterial Street, as designated in the *Transportation Plan* adopted by the Governing Bodies, and amended from time to time.

- (3) All buildings shall set back at least 35 feet from arterial Street Rights-of-Way lines. There shall be a minimum 20-foot Building Setback line from all other Streets, unless a platted Building Setback line would require a greater Setback.
- (4) Where the Lot is Contiguous to a residential zoning District, a landscaped Yard with a minimum depth of 15 feet shall be provided on the Lot Contiguous to the residential zoning District and a landscaped front Yard with a minimum depth of 15 feet shall be provided when within 100 feet of a residential zoning District or when across the street from a residential zoning District. The landscaping shall be in addition to any architectural Screening type Fences or face of the structures that shall be designed to Screen the use from the residential neighborhood. Such Fence, when required, shall be solid or semi-solid and constructed to prevent the passage of debris or light and constructed of either brick, stone, architectural tile, masonry units, wood or other similar material (not including woven wire) and shall be not less than six feet or more than eight feet in height. The landscaped Yard may be reduced in depth to not less than the minimum Side and Rear Setback required by the property development standards of the applicable zoning District of the Lot when the Contiguous residential zoning District is occupied by any legal Nonconforming office, commercial or industrial Use, or when Adjacent to a property where an adopted zoning policy by the Governing Body is to look with favor on office, commercial or industrial zoning for the area.
- (5) When the Development is in close proximity to residential development, the architectural design shall be submitted to the Planning Director for review and a recommendation to the Planning Commission as to whether or not the architecture is compatible with the surrounding development, and that adequate Screening is being provided. Sufficient copies of the preliminary design plans shall be provided so that a copy of such plans, after having been approved by the Planning Commission, may be retained in the MAPC case file and by the Zoning Administrator to ensure that final Development plans and construction comply therewith.
- (6) Any side of the Building providing doorways to storage areas shall be set back from the property line at least 40 feet when Contiguous to a residential zoning District.
- (7) Off-street Parking shall be required on the basis of one space for each 8,000 square feet of Floor Area in the facility plus one space for each employee, but in no case shall the number be less than five spaces.
- (8) All driveways, Parking, loading and vehicle circulation areas shall be paved with concrete, asphalt or asphaltic concrete or comparable hard surfacing material. Adequate bumper guards or Fences shall be provided to prevent the extension of Vehicles beyond property lines.
- (9) All lights shall be shielded to direct light onto the Uses established and away from Adjacent property, but it may be of sufficient intensity to discourage vandalism and theft.
- (10) All storage on the property shall be kept within an enclosed Building, unless a portion of the property or Lot is properly zoned to otherwise permit a designated area for outside storage.
- (11) No activities such as miscellaneous or garage sales shall be conducted on the premises.

(12) The servicing or repair of Motor Vehicles, boats, Trailers, lawn mowers and other similar equipment shall not be conducted on the premises.

(13) Signs shall be limited to one per arterial Street frontage. Signs shall not exceed twenty feet in height nor exceed fifty square feet in gross surface area. Signs shall not project over any public right-of-way.

(14) All areas not paved in accordance with the requirements of this section shall be landscaped with deciduous and coniferous plant materials. The Landscaping plan shall be approved by the Planning Department. Maintenance of the Landscaping shall be sufficient to maintain it in good condition.

(15) The area shall be properly policed by the owner or operator for removal of trash and debris.

(16) The operation of such a facility shall in no way be deemed to include a transfer and storage business where the use of Vehicles is part of such business.

(17) A resident manager shall be required on the Site and shall be responsible for maintaining the operation of the facility in conformance with the conditions of approval.

(18) No more than 45 percent of the Lot Area shall be covered by Buildings.

(19) No individual or business shall lease more than 3,000 square feet of storage spaces.

KATHY MORGAN, Planning Staff presented the Staff Report. She indicated there would be no outdoor storage. She referred to the site plan provided with the agenda packet which indicated outdoor boat and recreational vehicle storage and said that was no longer a part of the application. She said any boat or other storage would be inside the building.

RICHARDSON referred to the site plan provided with the packet. He said he had concerns regarding how many cars would be available for sale on the lot and asked if there was some way to limit that.

MORGAN said the site plan reflects a maximum of ten (10) vehicles for sale.

RICHARDSON said he assumed the vaulted fabric greenhouse was not going to stay and asked if that area would be vehicle sales.

MORGAN indicated the vehicle sales would be along the front edge. She said the application states that no more than ten (10) vehicles will be available for sale at any one time.

RICHARDSON clarified that the site plan had governance. He said he agreed with the storage and ancillary sales; however, he didn't want this to become a giant car lot.

MORGAN indicated that the applicant would need to adhere to the site plan.

GREG FERRIS, FERRIS CONSULTING, AGENT FOR THE APPLICANT said the applicant submitted a site plan reflecting only ten (10) cars for sale at one time. He said they had no problem if the Commission wanted to include that in the conditions of approval.

MOTION: To approve subject to staff recommendation and the stipulation of only ten (10) cars for sale at one time per the site plan.

DENNIS moved, **WARREN** seconded the motion, and it carried (9-0).



**INTEROFFICE
MEMORANDUM**

TO: City Council
FROM: Case Bell, Community Liaison
SUBJECT: CON2015-19
DATE: June 15, 2015

Dale Miller, Metropolitan Area Planning Department, presented this request. The applicant is requesting a "conditional use" to allow outdoor vehicle sales, boat and recreational vehicle storage, and "self-service storage" on Lot 1 Block 1, Johnson's Garden Center Ridge Addition, which is currently zoned Limited Commercial (LC). The site is located approximately 700-feet north of W. Central Avenue on the east side of N. Ridge Road (802 N. Ridge Road). The subject site is developed with six structures that were used for retail, office and greenhouses during the time the property was operating as a garden/landscaping center. The applicant proposes to retain three buildings on the west end of the property and remove the greenhouses. Fifteen new self-service storage units will be built and an area designated for storage of boats and recreational vehicles. Per the Unified Zoning Code (UZC), outdoor vehicle and equipment sales and indoor self-service storage may be permitted with a conditional use in the LC zoning district. Outdoor storage of boats and recreational vehicles are not allowed in LC.

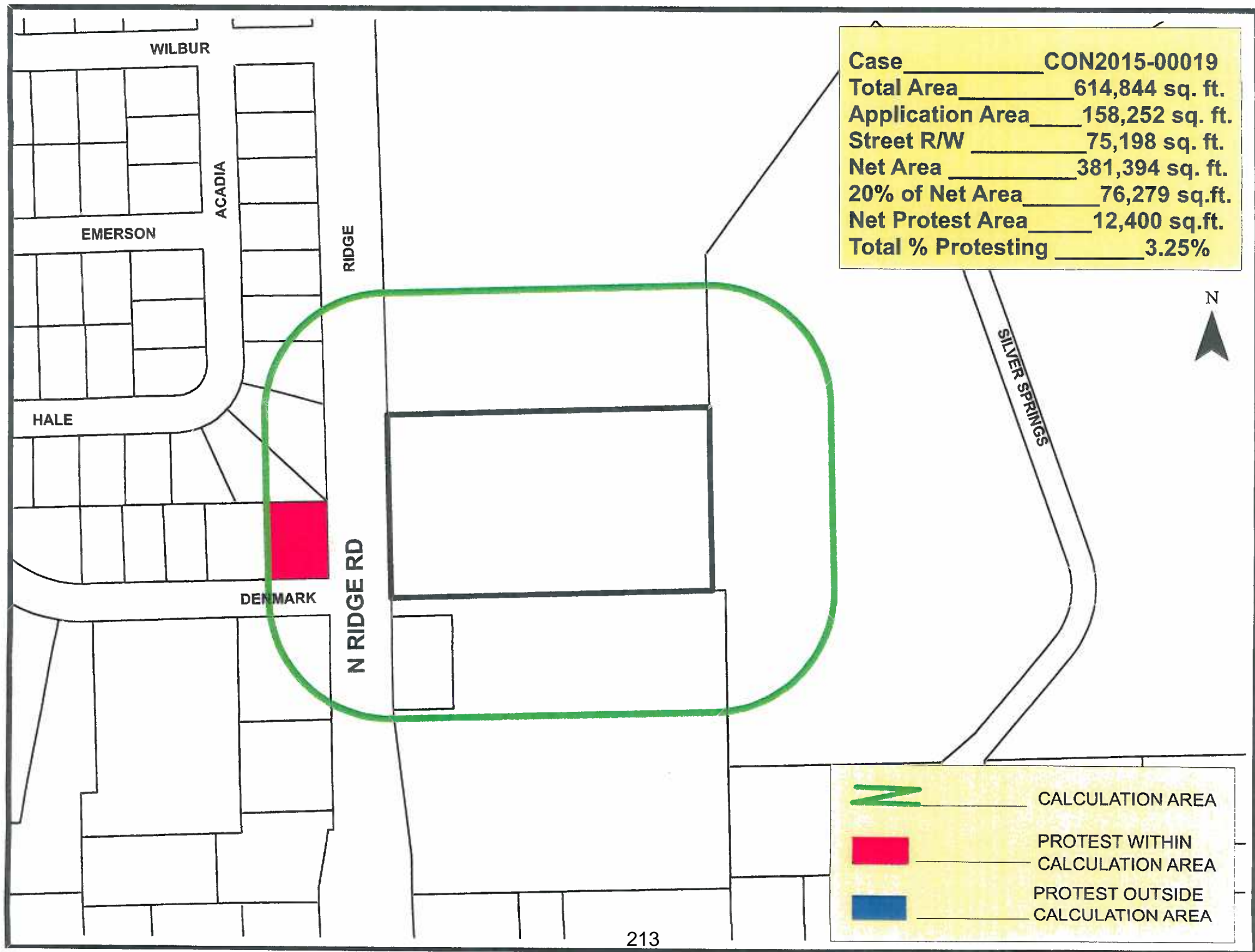
The applicant's site plan shows the existing retail structure, maintenance building and office building. The site has two existing drives onto North Ridge Road. The site plan also indicates the drive access to the self-service storage units and the parking for vehicle display, customer and employee parking.

Only one person filed a protest. The applicant noted that the petition was regarding outside storage, but outside storage is not allowed by zoning.

Questions:

Ben Control, 970 N Red Barn? What kind of vehicle sales? **A:** Used vehicles, but nothing further has been decided.

The DAB V members voted 3-0 to recommend approval of the request subject to the eight listed conditions.



**PRELIMINARY ESTIMATES
FOR CITY COUNCIL JULY 14, 2015**

- a. Kellogg & I-235 Interchange Water Main Replacement-Phase I (Red Project) (south of Central, west of West Street) (448-90646/636327/755051) Traffic to be maintained during construction using flagpersons and barricades. (District IV, VI) - \$550,000.00
- b. 2015 Utility Cut Repair of Streets, Driveways and Sidewalks - Phase II (within City of Wichita city limits) (472-85229/132035/620701/636246/133116/) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,IV,V,VI) - \$1,014,800.00
- c. Kellogg, Cypress to Wiedemann (Kellogg, east of Rock Road) (54-87 KA-2382-01/472-85031/705011/635815/624107/401511) See Special Provisions. (District II) - \$107,284,000.00
- d. First and Second Street Bike Lanes (First and Second Street, Grove to Seneca) (87TE-0396-01/472-85108/707051/211516) Traffic to be maintained during construction using flagpersons and barricades. (District I,VI) - \$751,020.00

To be Bid: June 26, 2015

PRELIMINARY ESTIMATE of the cost of:

Kellogg & I-235 Interchange Water Main Replacement-Phase 1 (Red Project)
(south of Central, west of West Street)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS

1	Mobilization	1	LS
2	Site Clearing	1	LS
3	Site Restoration	1	LS
4	Traffic Control	1	LS
5	Seeding	1	LS

MEASURED QUANTITY BID ITEMS

6	Pipe, WL 4"	916	lf
7	Pipe, WL 8"	526	lf
8	Pipe, DICI 8"	30	lf
9	Pipe, WL RJ 12"	417	lf
10	Pipe, DICI 12"	7	lf
11	Pipe, Casing (24" ID min.) (Open Cut)	225	lf
12	Pipe, CIMJ Cap 4"	4	ea
13	Pipe, CIMJ Cap 6"	1	ea
14	Pipe, CIMJ Cap 8"	4	ea
15	Pipe, CIMJ Cap 12"	6	ea
16	Valve Assembly, Anchored 8"	1	ea
17	Fire Hydrant Assembly	1	ea
18	Fire Hydrant Removal	1	ea
19	Valve Assembly, Air Release 1"	1	ea
20	Valve Assembly, Blowoff	1	ea
21	Service Line, Short 1"	2	ea
22	Fill, Sand (Flushed & Vibrated)	1,582	lf
23	Pipe Removed	148	lf
24	Concrete Pavement Removed & Replaced	330	sy
25	Concrete C & G, Removed & Replaced	20	lf
26	Levee Surfacing (8" Recycled Asphalt Pavement)	241	sy
27	Gravel Streets/Drives Removed & Replaced	300	lf
28	AC Pmnt 6", Temp for Patching	100	sy
29	BMP, Silt Fence	1,280	lf
30	BMP, Curb Inlet Protection	4	ea
31	BMP, Erosion Control Mat	200	sy
32	AC Pavement Removed & Replaced	120	sy
33	Brick Crosswalk Removed & Replaced	10	sy
34	Wheelchair Ramp Removed & Replaced	1	ea
35	Valve Assembly, Air Release Reconnect	1	ea

Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication
Water Dept

Total Estimated Cost**\$550,000.00**

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

To be Bid: June 26, 2015

PRELIMINARY ESTIMATE of the cost of:2015 Utility Cut Repair of Streets, Driveways and Sidewalks - Phase II
(within City of Wichita city limits)All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.**MEASURED QUANTITY BID ITEMS (132035)**

1	6" "0" Slump Conc. Base	50	sy
2	8" "0" Slump Conc. Base	450	sy
3	10" "0" Slump Conc. Base	200	sy
4	6" (High Early Strength) Reinf Conc. Pvmt or Base	100	sy
5	8" (High Early Strength) Reinf Conc. Pvmt or Base	1,500	sy
6	10" (High Early Strength) Reinf Conc. Pvmt or Base	750	sy
7	6" Reinf Conc. Pvmt (Superplasticizer High Early Strength)	50	sy
8	8" Reinf Conc. Pvmt (Superplasticizer High Early Strength)	1,400	sy
9	10" Reinf Conc. Pvmt (Superplasticizer High Early Strength)	525	sy
10	Asph. Conc. (SC-1) (PG64-22) for Surface Course	300	tn
11	Brick (Clay) Surface Reconstr.	150	sy
12	Cold Mix Asph. Conc. for Temp Patch	5	tn
13	4" Sidewalk Conc. Pvmt	10,000	sf
14	6" Driveway Conc. Pvmt	9,929	sf
15	8" Reinf. Driveway Conc. Pvmt	3,000	sf
16	WCR Const. w/Det. Warn.	50	ea
17	Colored Conc. Pvmt (8" Min.)	50	sy
18	4" Colored Conc. Sidewalk	49	sf
19	Brick Pavers (Concrete) Reconstr.	50	sy
20	Granite Pavers Reconstr.	20	sy
21	Comb. Curb & Gutter Repair	1,000	lf
22	Mono Edge Curb Repair	500	lf
23	Compacted Soil Fill (95% Std Density)(Contr. Furnished)	20	tn
24	Compacted Asph. Millings Fill (95% Std Density)(Contr. Furnished)	100	tn
25	Compacted Crushed Conc. Fill (95% Std Density)(Contr. Furnished)	80	tn
26	Utility Test Hole Repair	200	ea
27	Protective Steel Plating	50	sy
28	Exploratory Excavation	5	ea
29	Flowable Fill	50	cy
30	Fescue Sod	50	sy
31	Bermuda Sod	50	sy
32	Zoysia Sod	50	sy
33	Electronic Message Board	10	day
34	Curb Drain (6")	5	ea
35	Curb Drain (8")	5	ea
36	Concr Removal, backfill & seed	100	sy
37	Crack Sealing (RoadSaver #221 or equal)	150	lf

MEASURED QUANTITY BID ITEMS (620701)

38	SS MH Adj w/new Ring & Lid	2	ea
39	SS MH Adj using existing Ring & Lid	2	ea

MEASURED QUANTITY BID ITEMS (636246)

40	Ring & Lid for Water Meter Vaults	5	ea
41	Valve Box Ring & Lid replacement	4	ea

MEASURED QUANTITY BID ITEMS (133116)

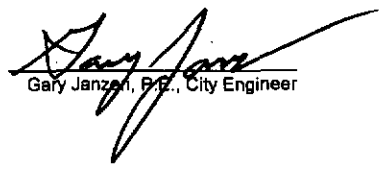
42	SWS MH Adj w/new Ring & Lid	1	ea
43	SWS MH Adj using existing Ring & Lid	1	ea

Construction SubtotalDesign Fee
Engineering & Inspection
Administration
Publication
Water Dept
Contingency**Total Estimated Cost**

\$1,014,800.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


 Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____

(DATE)

City Clerk

(132035/620701/636246/133116) 472-85229

Page _____

EXHIBIT _____

To be Bid:

June 12, 2015

PRELIMINARY ESTIMATE of the cost of:
Kellogg, Cypress to Wiedemann

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

KDOT		Lump Sum Bid Items - Paving (705011)	
Codes			
1	1	Contractor Construction Staking	
2	1	Field Office & Laboratory (Type A)	
3	1	Field Office (Special)	
4	1	Mobilization	
5	1	Mobilization (DBE)	
6	1	Removal of Existing Structures	
7	1	Removal of Existing Buildings (Non-Part)	
8	1	Transportation of Salvaged Material (Non-Part)	
9	1	Site Clearing	
10	1	Site Restoration	
11	4	Common Excavation	
12	4	Common Excavation (Highly Weathered Shale)	
13	4	Eradication of Traveled Way	
14	4	Pavement Removed	
15	4	Compaction of Earthwork (Type AA) (MR-0-5)	
16	4	Compaction of Earthwork (Type A) (MR-5-5)	
17	4	Compaction of Earthwork (Type B) (MR-90)	
18	1	Water (Grading) (Set Price)	
19	4	Concrete (Gr. 4.0)(AE)	
20	4	Reinforcing Steel (Grade 60)(Epoxy Coated)	
21	4	Guardrail, Removal of Steel Plate	
22	4	Curb and Gutter, Combined (AE) (Type I)	
23	4	Curb and Gutter, Combined (AE) (Type I) (Spec.)	
24	4	Curb and Gutter, Combined (AE) (Type II)	
25	4	Curb and Gutter, Combined (AE) (Type III) (8")	
26	4	8" Curb	
27	4	Concrete Ramp Nose Section (Median)	
28	4	Concrete Flume	
29	4	Flume Inlet (Concrete) (Temp.)	
30	4	Slope Drain (Concrete) (Temp.)	
31	75	Drilling and Grouting	
32	4	Flowable Fill (Low Strength)	
33	4	Brick Pavers (Concrete), Crosswalk	
34	4	Wheelchair Ramp w/ Detectable Warnings	
35	4	Impact Attenuator (Severe Duty) (Narrow Hazard)	
36	4	Inertial Barrier System	
37	4	Replacement Modules	
38	4	Barricade (Type III) (Fixed)	
39	4	Concrete Safety Barrier (Type II) (Spec.)	
40	4	Concrete Safety Barrier (Type IV) (Spec.)	
41	4	Concrete Safety Barrier (Type F3)	
42	4	Concrete Safety Barrier Nose (Entrance)	
43	4	Concrete Safety Barrier Nose (Exit)	
44	4	FG 300 Curb System	
45	4	FG 300 Curb End Cap	
46	7	Retaining Wall (Modular Block)	
47	7	Retaining Wall (MSEW)	
48	7	Retaining Wall (Soldier Pile)	
49	4	Concrete Masonry Surface Treatment	
50	4	Handrail (Metal) (3'-6")	
51	29	Concrete Pavement (8" Uniform)(AE)(Plain)	
52	29	Concrete Pavement (8" Uniform)(AE)(Reinf)	
53	29	Concrete Pavement (9" Uniform)(AE)(NRDJ)	
54	29	Concrete Pavement (9" Uniform)(AE)	
55	29	Concrete Pavement (10" Uniform)(AE)(NRDJ)	
56	29	Concrete Pavement (10" Uniform)(AE)(Reinf)	
57	29	Concrete Pavement (10" Uniform)(AE)	
58	29	Concrete Pavement (12" Uniform)(AE)	
59	29	Concrete Pavement (10" Variable)(AE)(Plain)	

60	29	Concrete Pavement (10" Variable)(AE)(NRDJ)
61	29	Concrete Pavement (10" Variable)(AE)(Reinf)
62	29	Concrete Pavement (VG) 9" (Reinf)
63	29	Concrete Pavement (VG) 10" (Reinf)
64	29	Colored Stamped Concrete Pavement (4" Uniform) (AE) (Plain)
65	29	Colored Stamped Concrete Pavement (6" Uniform) (AE) (Reinf)
66	29	Colored Stamped Concrete Pavement (8" Uniform)(AE)(Reinf)
67	29	Colored Stamped Concrete Pavement (10" Uniform)(AE)(Plain)
68	29	Bridge Approach Slab Footing
69	29	Concrete Core (Set Price)
70	29	Curing Environment
71	29	Concrete Pavement Smoothness (Set Price) DO NOT BID
72	4	Lime
73	4	Water (Lime Treated Subgrade)(Set Price)
74	4	Manipulation (Lime Treated Subgrade)
75	4	Crushed Rock Base 5", Reinforced
76	4	Crushed Rock Base 6", Reinforced
77	4	Crushed Rock Base 8", Reinforced
78	4	Crushed Rock Base 9", Reinforced
79	4	Crushed Rock Base 10", Reinforced
80	4	Cement Treated Base (4")
81	30	AC Pavement 5" (3" Bit Base)
82	30	AC Pavement 7" (5" Bit Base)
83	30	AC Pavement 9" (7" Bit Base)
84	30	AC Pavement 1-1/2" Mill & Overlay

Lump Sum Bid Items - Drainage (705011)

85	4	Rip-Rap, Light Stone
86	4	Concrete Ditch Lining
87	4	Inlet, Retrofit
88	4	Inlet, Area (Type II) (Special)
89	4	Inlet, Curb (Type 1)(L=10' W=3')
90	4	Inlet, Curb (Type 1)(L=10' W=4')
91	4	Inlet, Curb (Type 1)(L=10' W=5')
92	4	Inlet, Curb (Type 1)(L=10' W=6')
93	4	Inlet, Curb (Type 12)
94	4	Inlet, Gutter (Special)
95	4	Inlet, Manhole (Spec.)
96	4	Inlet, Grated Driveway, Single
97	4	Inlet, Drop (Single)
98	4	Inlet, Drop (Double)
99	4	Inlet Adjusted
100	4	Inlet Hookup
101	4	MH Adjusted, SWS
102	4	MH, Reinforced Concrete
103	4	MH, Standard SWS (4')
104	4	MH, Standard SWS (5')
105	4	Manhole Stack (4')
106	4	Pipe, SWS 12" (Temp)
107	4	Pipe, SWS 18" x 12" (15")(Temp.)
108	4	Pipe, SWS 15"
109	4	Pipe, SWS 15" (RCP)
110	4	Pipe, SWS 15" (Temp.)
111	4	Pipe, SWS 18"
112	4	Pipe, SWS 18" (RCP)
113	4	Pipe, SWS 18" (Temp.) DO NOT BID
114	4	Pipe, SWS 21" (RCP)
115	4	Pipe, SWS 24"
116	4	Pipe, SWS 24" (Temp.)
117	4	Pipe, SWS 24" (RCP)
118	4	Pipe, SWS 24" (RCP)(Temp.)
119	4	Pipe, SWS HERCP 30" x 19" (24") (Temp.)
120	4	Pipe, SWS 30" (RCP)
121	4	Pipe, SWS HERCP 38" x 24" (30")
122	4	Pipe, SWS 36"
123	4	Pipe, SWS 36" (RCP)
124	4	Pipe, SWS 42" (RCP)
125	4	Pipe, SWS 48" (RCP)
126	4	Pipe, SWS 54" (RCP)
127	4	Pipe, SWS 60" (RCP)
128	4	Pipe, SWS, RCBC (5'x5')
129	4	Pipe, 18" (RCP)
130	4	Pipe, 18" (RCP)(Temp.)
131	4	Pipe, 24" (RCP)(Temp.)

- 132 4 Pipe, HERCP 30"x19" (24")
- 133 4 Pipe, CMMAC 71" x 47" (Temp.)
- 134 4 Fill, Sand (Flushed & Vibrated)

Lump Sum Bid Items - Bridge No. 54-87-32.12 (826)
Webb Road Over East Kellogg (705011)

- 135 12 Excavation (Class III)
- 136 12 Concrete (Grade 4.0)(AE)
- 137 12 Concrete (Grade 4.0)(AE)(SA)
- 138 12 Reinforcing Steel (Grade 60)(Epoxy Coated)
- 139 12 Structural Steel (A709 Gr. 50)
- 140 12 Structural Steel (M270 Gr. 50 T3)
- 141 12 Welded Stud Shear Connectors
- 142 12 Bearing (Steel Reinforced Elastomeric)
- 143 12 Drilled Shaft (42")(Cased)
- 144 12 Sonic Test (Drilled Shaft)(Set Price)
- 145 12 Core Hole (Investigative)
- 146 12 Portland Cement Concrete Overlay (1.5")
- 147 12 Bridge Backwall Protection System
- 148 12 Abutment Strip Drain
- 149 12 Substructure Waterproofing Membrane
- 150 12 Bridge Deck Grooving
- 151 12 Falsework Inspection
- 152 12 Drilling and Grouting
- 153 12 Concrete Masonry Surface Treatment
- 154 12 Tiebacks
- 155 12 9 1/2" Curb
- 156 12 Colored Stamped Concrete Pavement (4" Uniform)(AE)(Plain)
- 157 12 Colored Stamped Concrete Pavement (9 1/2" Uniform)(AE)(Reinf)
- 158 12 Concrete Sidewalk (9 1/2") (Reinf)
- 159 12 Bridge Rail (Metal) (3'-6")
- 160 12 Temporary Shoring

Lump Sum Bid Items - Bridge No. 54-87-32.86 (827)
2-7'x4' RCB (705011)

- 161 12 Pipe, SWS, RCBC (2-7'x4')

Lump Sum Bid Items-Traffic (705011)

- 162 52 Sign (Flat Sheet) (High Performance)
- 163 52 Sign (Reinforced Panel) (High Performance)
- 164 52 Sign Post (4" x 6" Wood) (Flat Sheet Sign)
- 165 52 Sign Post (4" x 6" Wood) (Reinforced Panel Sign)
- 166 52 Sign Post (1-3/4" Perforated Square Steel Tube)
- 167 52 Sign Post (2-1/4" Perforated Square Steel Tube)
- 168 52 Sign Post (2-1/2" Perforated Square Steel Tube)
- 169 52 Sign Post (W6X9 Steel Beam)
- 170 52 Sign Post (W10X12 Steel Beam)
- 171 52 Sign Post Stub with Breakaway Base Plate (W10X12)
- 172 52 Sign Post Breakaway Base Plate (W10X12)
- 173 52 Sign Post Footing (24" Dia. Concrete)(Steel Beam Post)
- 174 52 Sign Post Footing (18" Dia. Concrete)(Wood Post)
- 175 52 Sign Post Footing (1-3/4" Perforated Square Steel Tube)
- 176 52 Sign Post Footing (2-1/4" Perforated Square Steel Tube)
- 177 52 Sign Post Footing (2-1/2" Perforated Square Steel Tube)
- 178 52 Signing Delineator (Type A)(White Flexible)(Type I Anchor)
- 179 52 Signing Delineator (Type A)(Yellow Flexible)(Type I Anchor)
- 180 52 Signing Delineator (Type A)(White Flexible)(Type 3 Anchor)
- 181 52 Sign Structure Modification (Sta. 2+674.50)
- 182 52 Sign Structure Modification (Sta. 494+19.48)
- 183 52 Overhead Sign Structure (40.1' - 50.0') (Aluminum)
- 184 52 Overhead Sign Structure (50.1' - 60.0') (Aluminum)
- 185 52 Overhead Sign Structure (60.1' - 70.0') (Aluminum)
- 186 52 Overhead Sign Structure (70.1' - 80.0') (Aluminum)
- 187 52 Overhead Sign Structure (80.1' - 90.0') (Aluminum)
- 188 52 Overhead Sign Structure (Footings Only)
- 189 52 Cantilever Sign Structure (20.1' - 25.0') (Steel)
- 190 52 Overhead Sign Structure (Single Tapered Tube) (70.1' - 80.0') (Steel)
- 191 54 Pavement Marking (Multi-Component) (White) (6")
- 192 54 Pavement Marking (Multi-Component) (White) (8")
- 193 54 Pavement Marking (Multi-Component) (White) (12")
- 194 54 Pavement Marking (Multi-Component) (Yellow) (4")
- 195 54 Pavement Marking (Multi-Component) (Yellow) (6")
- 196 54 Pavement Marking (Multi-Component) (Yellow) (12")
- 197 54 Pavement Marking (Intersection Grade) (White) (24")
- 198 54 Pavement Marking Symbol (Intersection Grade) (White) (Right/Thru Arrow)
- 199 54 Pavement Marking Symbol (Intersection Grade) (White) (Left/Thru Arrow)

200	54	Pavement Marking Symbol (Intersection Grade) (White) (Right Arrow)
201	54	Pavement Marking Symbol (Intersection Grade) (White) (Left Arrow)
202	54	Pavement Marking Symbol (Intersection Grade) (White) (U-Turn)
203	54	Pavement Marking Symbol (Intersection Grade) (White) (ONLY)
204	54	Pavement Marking Symbol (Intersection Grade) (White) (Diagonal)
205	54	Pavement Marking Symbol (Intersection Grade) (I-Shield) (35)
206	54	Pavement Marking Removal
207	60	Electric Lighting System (Roadway)
208	60	Aesthetic Lighting (Bridge Rail)
209	60	Aesthetic Lighting (Walls)
210	60	Electric Lighting System (Westar)
211	64	Traffic Signalization, Temporary (Webb Road)
212	64	Traffic Signalization, Temporary (US-54 U-Turn)
213	65	Traffic Signalization (Webb Road)
214	66	Communication Duct
215	66	Communication Duct Service Box
216	66	ITS Fiber Optic Splice Vault
217	66	Intelligent Transportation System, Site 1
218	80	Traffic Control
Lump Sum Bid Items - Traffic (766332)		
219	65	Traffic Signalization (Corporate Hills) (Non-Part.)
Lump Sum Bid Items - Erosion Control BMP (705011)		
220	9	Seeding, Temporary
221	9	Sod-Temporary DO NOT BID
Lump Sum Bid Items-Landscaping (705011)		
222	75	12" Mow Strip, Concrete (12" Uniform) (AE)
223	75	6" Mow Strip, Concrete (12" Uniform) (AE)
224	75	Large Egg Rock (4" - 6")
225	75	Groundcover
226	75	Buffalograss Sod
227	75	Buffalograss Seed
228	75	Short Prairie Grass Seed
229	75	Irrigation System
230	75	Maintenance Agreement (1 Year) (Non-Part.)
Measured Qty Bid Items - Paving (705011)		
231	1	Plugging Water Wells
232	4	Sidewalk, Drive, &/or Pkg Lot Removed & Replaced
233	4	Concrete Driveway 8" (Reinf)
234	4	Concrete Sidewalk 4"
235	4	Concrete Sidewalk 8" (Reinf)
236	4	Concrete Sidewalk Protection Curb
237	4	Crushed Rock Base 9", Reinforced (Temporary)
238	30	AC Pavement, Temporary
239	30	AC Pavement 7" (5" Bit Base), Temporary
Measured Qty Bid Items - Drainage (705011)		
240	5	4" Perforated Underdrain Pipe
241	5	4" Dia Pipe Underdrain (E)
Measured Qty Bid Items - Traffic (705011)		
242	80	Portable Changeable Message Sign
243	80	Flagger (Set Price)
Measured Qty Bid Items - Erosion Control BMP (705011)		
244	9	BMP, Back of Curb Protection
245	9	BMP, Construction Entrance
246	9	BMP, Curb Inlet Protection
247	9	BMP, Drop Inlet Protection
248	9	BMP, Ditch Check
249	9	BMP, Erosion Control Mat
250	9	BMP, Silt Fence
Measured Qty Bid Items - Landscaping (705011)		
251	5	6" Dia Underdrain (H)
252	5	6" Dia. Under drain (K)
253	75	Deciduous Tree (2" Cal./B&B)
254	75	Deciduous Tree (6'-8' HT./B&B)
255	75	Deciduous Tree (8'-10' HT./B&B)
256	75	Evergreen (6'-8' HT./B&B)
257	75	Shrubs (5 Gal.)
258	75	Perennials/Annuals (1 Gal.)
Lump Sum Bid Items-Private Utility Relocation (Non-Participating) 705011		
259	4	Utility Relocation (Coordination & Survey)
260	4	Utility Relocation (Trench & Backfill)
261	4	Utility Relocation (AT&T Conduit System)
262	4	Utility Relocation (Westar Conduit System)

Water Improvements (Non-Participating)**Measured Qty Bid Items (635815) (448-90591)**

263	4	Pipe, WL 8"
264	4	Pipe, WL 8", Directional Bore
265	4	Pipe, WL 12" DO NOT BID
266	4	Pipe, WL 12", Directional Bore
267	4	Pipe, WL 16"
268	4	Pipe, WL 16", Directional Bore
269	4	Pipe, WL 20"
270	4	Pipe, D1CL 8"
271	4	Pipe, D1CL 16"
272	4	Pipe, D1CL 20"
273	4	Fire Hydrant Assembly
274	4	Valve Assembly, Anchored 8"
275	4	Valve Assembly, Anchored 12"
276	4	Valve Assembly, Anchored 16"
277	4	Valve Assembly, Anchored 20"
278	4	Valve Assembly, Air Release
279	4	Valve Vault, Adjustment (Special)
280	4	Pipe, Casing (24" ID min.) (Bored), HDPE
281	4	Pipe, Casing (24" ID min.), HDPE
282	4	Pipe, Casing (30" ID min.) (Bored), HDPE
283	4	Pipe, Casing (30" ID min.), HDPE
284	4	Tapping Sleeve & Valve 12"
285	4	20" x 8" Tapping Sleeve & Valve
286	4	12" Connection, Temporary
287	4	Service Line, Short 1", Domestic
288	4	Service Line, Short 2", Domestic
289	4	Service Line, Short 4", Domestic
290	4	Service Line, Short 8", Fire

Sewer Improvements (Non-Participating)**Lump Sum Bid Items (624107) (488-84876)**

291	4	Pipe, SS 8"
292	4	Pipe, SS 10"
293	4	Pipe, SS 15"
294	4	Pipe Stub, 10"
295	4	MH, Standard SS (4')
296	4	MH, Standard SS (5')
297	4	MH, Standard SS (4') w/Outside Drop
298	4	MH, Standard SS (5') w/Outside Drop
299	4	Pipe, Casing (18" ID min.) (Bored), Steel
300	4	MH Invert, Reconstructed
301	4	Air Testing, SS Pipe
302	4	Fill, Flowable
303	4	MH Adjustment

Sewer Improvements (Non-Participating)**Measured Qty Bid Items (624107) (488-84876)**

304	4	MH, Joint Wrap
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Sewer Improvements (Non-Participating)**Lump Sum Bid Items (624107) (488-83152)**

305	4	Pipe, SS 8"
306	4	Pipe, SS 6"
307	4	MH, Standard SS (4')
308	4	MH, Standard SS (4') w/Outside Drop
309	4	MH, Connect to Existing
310	4	Pipe, Plug Existing
311	4	Pipe, Casing (16" ID min.) (Bored)
312	4	Air Testing, SS Pipe
313	4	Fill, Sand (Flushed & Vibrated)
314	4	Fill, Flowable
315	4	MH Frame & Cover, Replaced
316	4	MH Removed
317	4	Pipe Removed
318	4	MH Abandoned
319	4	Fence Removed & Replaced
320	4	Site Restoration
321	4	Seeding

Sewer Improvements (Non-Participating)
Measured Qty Bid Items (624107) (468-93152)

322 4 MH, Joint Wrap
323 4 AC Pavement Removed & Replaced
324 4 Concrete Pavement Removed & Replaced
325 4 Concrete Sidewalk Removed & Replaced
326 4 Concrete C&G Removed & Replaced
327 4 Small Tree Removal
328 4 BMP, Back of Curb Protection
329 4 BMP, Construction Entrance
330 4 BMP, Silt Fence

Water Improvements (Non-Participating)
Measured Qty Bid Items (635815) (448-90591)

331 4 Pipe, WL DICL 12"

Lump Sum Bid Items - Traffic (705011)

332 52 Sign Post (3 | 2.25 Aluminum)
333 52 Sign Post (W10 x 22 Steel Beam)
334 52 Sign Post Stub with Breakaway Base Plate (W6 x 9)
335 52 Sign Post Stub with Breakaway Base Plate (W10 x 22)
336 52 Sign Post Breakaway Base Plate (W6 x 9)
337 52 Sign Post Breakaway Base Plate (W10 x 22)
338 52 Sign Post Footing (30" Dia. Concrete) (Steel Beam Post)

Water Improvements (Non-Participating)
Measured Qty Bid Items (635815) (448-90591)

339 4 Pipe, WL 20", Directional Bore

Lump Sum Bid Items - Drainage (705011)

340 4 Pipe, 15" (RCP)
341 4 Pipe, SWS 18" (RCP)(Temp.)
342 4 Pipe, 30" (RCP)

KDOT Participating Items
KDOT Non-Participating Items
Construction Subtotal

Right-of-way (624107)
Engineering & Inspection (705011)
Engineering & Inspection (635815)
Engineering & Inspection (624107)
Engineering & Inspection (766332)
Administration (705011)
Administration (635815)
Administration (624107)
Administration (766332)
Water Taps (635815)
Concrete Pavement Smoothness (705011) (Participating Item)
Publication (705011)
Abandon Temporary Irrigation (705011)
Tree Clearing (705011)
Trencher/Excavator (705011)
Corporate Hills Temporary Signal and Camera Detection (705011)
Webb Camera Detection (705011)
Utility Relocation (KGS) (705011)

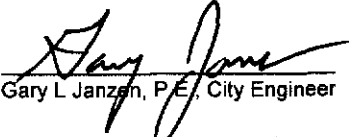
Total Estimated Cost

107,284,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

\$11,200,000 LST/\$92,800,000 FED/\$1,620,000 WU
/\$1,364,000 SU/\$300,000,000 SA

I do solemnly swear that the above amount is correct, reasonable and just.


Gary L. Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____

(DATE)

City Clerk

401511/-753038/653025 (705011/766332/635815/624107) 54-87-KA-2382-01/472-85031

Page _____

EXHIBIT _____

PRELIMINARY ESTIMATE of the cost of:

First and Second Street Bike Lanes

(First and Second Street, Grove to Seneca)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

LUMP SUM BID ITEMS

1	Mobilization	1	LS
2	Site Clearing	1	LS
3	Site Restoration	1	LS
4	Concrete &/or Asphalt Pavement Rem'd	36	sy
5	Sidewalk Removed	136	sy
6	Concrete C&G Removed and Replace	148	lf
7	Signing	1	LS
8	Seeding, Mulching/Fertilizing	1	LS
9	Traffic Control	1	LS

MEASURED QUANTITY BID ITEMS

10	Removal of existing markings (grinding)	10,000	lf
11	Sidewalk Construction (4")(AE)	2,130	sf
12	Bicycle Ramp w/Detectable Warnings	7	ea
13	Wheelchair Ramp w/Detectable Warnings	3	ea
14	Concrete Pavement	36	sy
15	Pavement Marking (Multi-component)(White)(6")	55,169	lf
16	Pavement Marking (Multi-component)(White)(8")	4,162	lf
17	Pavement Marking (Multi-component)(White)(12")	542	lf
18	Pavement Marking (Multi-component)(White)(24")	5,617	lf
19	Pavement Marking (Multi-component)(Yellow)(4")	8,710	lf
20	Pavement Marking (Multi-component)(Yellow)(12")	394	lf
21	Pavement Marking (Multi-component)(Left Turn Arrow)	48	ea
22	Pavement Marking (Multi-component)(Right Turn Arrow)	12	ea
23	Pavement Marking (Multi-component)(Through Arrow)	116	ea
24	Pavement Marking (Multi-component)(Bicycle)	120	ea
25	Pavement Marking (MMA)(Green)	5,590	sf
26	Pavement Marking (Multi-component)(Sharrow)	24	ea

LUMP SUM BID ITEMS (Erosion Control)

27	BMP, Erosion Control	1	LS
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Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication

Total Estimated Cost**\$735,277.00**

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., Interim City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

211516 (707051) 87TE-0396-01/472-85108

Page _____

EXHIBIT _____

**NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL JULY 14, 2015**

PRELIMINARY ESTIMATE of the cost of water distribution improvements to serve Falcon Falls
2nd Addition (District I) (448-90602/735533/470-206) – Total Estimated Cost \$71,500

To the City Council
Wichita, Kansas

Date of CC 7/14/2015
(OCA/PROJ) 735533/448-90602
(PPN) 470-206

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of water distribution improvements to serve Falcon Falls 2nd Addition (District I).

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

Total Estimated Cost \$71,500

CITY OF WICHITA
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.



Gary Janzen, City Engineer

Sworn to and subscribed before me this _____ day of _____, 2015.

City Clerk

PRELIMINARY ESTIMATE of the cost of water distribution improvements to serve Falcon Falls 2nd Addition (District I) (448-90602/735533/470-206) – Total Estimated Cost \$71,500

Page _____

Exhibit _____

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

**NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL JULY 14, 2015**

PRELIMINARY ESTIMATE of the cost of water distribution improvements to serve Legacy 3rd
Addition (District IV) (448-90595/735505/470-178) – Total Estimated Cost \$48,600

Date of CC 7/14/2015
(OCA/PROJ) 735505/448-90595
(PPN) 470-178

PRELIMINARY ESTIMATE of the cost of water distribution improvements to serve Legacy 3rd Addition (District IV).

Total Estimated Cost	\$48,600
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I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, City Engineer

Sworn to and subscribed before me this _____ day of _____, 2015.

City Clerk

PRELIMINARY ESTIMATE of the cost of water distribution improvements to serve Legacy 3rd Addition (District IV) (448-90595/735505/470-178) – Total Estimated Cost \$48,600

Page _____ Exhibit _____

**NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL JULY 14, 2015**


PRELIMINARY ESTIMATE of the cost of water distribution improvements to serve Southfork Addition (District III) (448-90558/735475/470-148) – Total Estimated Cost \$2,808,000

Date of CC 7/14/2015
(OCA/PROJ) 735475/448-90558
(PPN) 470-148

PRELIMINARY ESTIMATE of the cost of water distribution improvements to serve Southfork Addition (District III).

Total Estimated Cost	\$2,808,000
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I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, City Engineer

Sworn to and subscribed before me this _____ day of _____, 2015.

City Clerk

PRELIMINARY ESTIMATE of the cost of water distribution improvements to serve Southfork Addition (District III) (448-90558/735475/470-148) – Total Estimated Cost \$2,808,000

Page _____ Exhibit _____

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

**NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL JULY 14, 2015**

PRELIMINARY ESTIMATE of the cost of water distribution improvements to serve Woods North
3rd Addition (District II) (448-90556/735530/470-203) – Total Estimated Cost \$58,650

Date of CC 7/14/2015
(OCA/PROJ) 735530/448-90556
(PPN) 470-203

PRELIMINARY ESTIMATE of the cost of water distribution improvements to serve Woods North 3rd Addition (District II).

Total Estimated Cost	\$58,650
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I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, City Engineer

City Clerk

PRELIMINARY ESTIMATE of the cost of water distribution improvements to serve Woods North 3rd Addition (District II) (448-90556/735530/470-203) – Total Estimated Cost \$58,650

Page _____

Exhibit _____

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

**NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL JULY 14, 2015**

PRELIMINARY ESTIMATE of the cost of sanitary sewer improvements to serve Woods North 3rd Addition (District II) (468-84823/744393/480-085) – Total Estimated Cost \$219,480

Date of CC 7/14/2015
(OCA/PROJ) 744393/468-84823
(PPN) 480-085

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

Total Estimated Cost	\$219,480
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CITY OF WICHITA
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, City Engineer

Sworn to and subscribed before me this _____ day of _____, 2015.

City Clerk

PRELIMINARY ESTIMATE of the cost of sanitary sewer improvements to serve Woods North
3rd Addition (District II) (468-84823/744393/480-085) – Total Estimated Cost \$219,480

Page _____

Exhibit _____

PRELIMINARY ESTIMATE of the cost of storm water sewer improvements to serve Fox Ridge Plaza Addition (District V) (468-84952/751535/485-426) – Total Estimated Cost \$284,200.

To the City Council
Wichita, Kansas

Date of CC 7/14/2015
(OCA/PROJ) 751535/468-84952
(PPN) 485-426

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

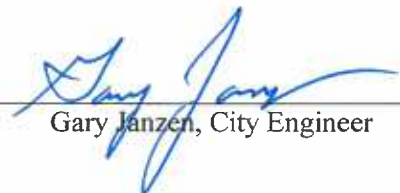
PRELIMINARY ESTIMATE of the cost of storm water sewer improvements to serve Fox Ridge Plaza Addition (District V).

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

Total Estimated Cost \$284,200

CITY OF WICHITA
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.



Gary Janzen, City Engineer

Sworn to and subscribed before me this _____ day of _____, 2015.

City Clerk

PRELIMINARY ESTIMATE of the cost of storm water sewer improvements to serve Fox Ridge Plaza Addition (District V) (468-84952/751535/485-426) – Total Estimated Cost \$284,200.

Page _____

Exhibit _____

City of Wichita
City Council Meeting
July 14, 2015

TO: Mayor and City Council

SUBJECT: Petition for Storm Water Sewer Improvements to Serve Regency Park Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the petition and adopt the resolution.

Background: The signatures on the petition represent 100% of the improvement district. The petition is a requirement for a lot split and is valid per Kansas Statute 12-6a01.

Analysis: The project will provide storm water sewer improvements required for a new commercial development located south of 29th Street North, west of Greenwich.

Financial Considerations: The petition total is \$21,000 for the storm water sewer improvements. The funding source for the project is special assessments.

Legal Considerations: The Law Department has reviewed and approved the petition and resolution as to form.

Recommendations/Actions: It is recommended that the City Council approve the petition, adopt the resolution, and authorize the necessary signatures.

Attachments: Map, budget sheet, petition, and resolution.

(Published in the *Wichita Eagle*, on July 17, 2015)

RESOLUTION NO. 15-204

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS STORM WATER SEWER NO. 694 – REGENCY PARK ADDITION/SOUTH OF 29TH STREET NORTH, WEST OF GREENWICH) (468-85042).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a storm sewer system (Storm Water Sewer No. 694) to serve the Improvement District Described below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Twenty-One Thousand Dollars (\$21,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

PARCEL 'B'

Lot 5, Block 1, Regency Park Addition, an Addition to Wichita, Sedgwick County, Kansas, except north 233.95 feet thereof.

(d) The method of assessment is: **on a fractional basis as described below.**

Parcel 'B' shall pay 100 percent of the total cost of the improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on July 14, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

Project Request

☐ CIP ☒ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT

☐ ORDERED BY WCC

☒ PETITION

PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #:

FUND: 480 Sewer Improvements N.I.

SUBFUND: 485 Storm Drainage N.I.

ENGINEERING REFERENCE #: 468-85042

COUNCIL DISTRICT: 02 Council District 2

DATE COUNCIL APPROVED: 7-14-15

REQUEST DATE:

PROJECT #:

PROJECT TITLE: SWS # 694 REGENCY PARK ADDITION

PROJECT DETAIL #:

PROJECT DETAIL DESCRIPTION: SWS # 694 REGENCY PARK ADDITION

OCA #:

OCA TITLE: SWS # 694 REGENCY PARK ADDITION

PERSON COMPLETING FORM: Jennifer Peterson

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

☒ NEW BUDGET

☐ REVISED BUDGET

REVENUE

Object Level 3	Budget
9730 S.A. Bonds	\$21,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

REVENUE TOTAL: \$21,000.00

EXPENSE

Object Level 3	Budget
2999 Contractuals	\$21,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

EXPENSE TOTAL: \$21,000.00

NOTES: HOLD FOR LOC

SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

Print Form

DATE:

DATE:

DATE:

DATE:



JUN - 9 '15

**PETITION
(STORM SEWER IMPROVEMENTS— REGENCY PARK ADDITION)**

CITY CLERK OFFICE

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a storm sewer system to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$21,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

PARCEL 'B'

Lot 5, Block 1, Regency Park Addition, an Addition to Wichita,
Sedgwick County, Kansas, except north 233.95 feet thereof.

(d) The proposed method of assessment is on a fractional basis as described below.

Parcel 'B' shall pay 100 percent of the total cost of the improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

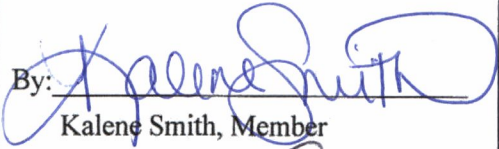
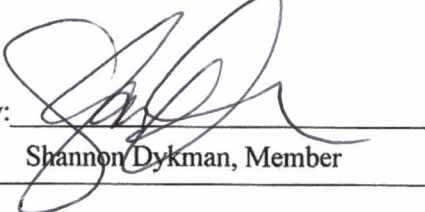
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

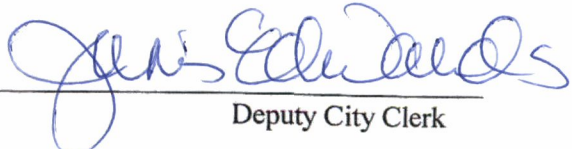
4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
Fit Investments LLC		PARCEL 'B'
By:  Kalene Smith, Member	6/8/15	
By:  Shannon Dykman, Member	6/8/15	

THIS PETITION was filed in my office on June 9, 2015.

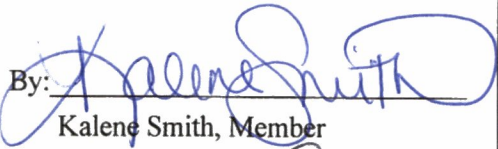
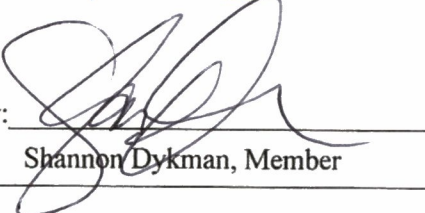



Deputy City Clerk

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

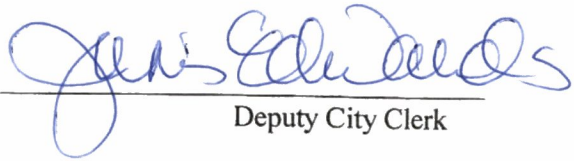
4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
Fit Investments LLC		PARCEL 'B'
By:  Kalene Smith, Member	6/8/15	
By:  Shannon Dykman, Member	6/8/15	

THIS PETITION was filed in my office on June 9, 2015.




Deputy City Clerk

JUN - 9 '15

**PETITION
(STORM SEWER IMPROVEMENTS— REGENCY PARK ADDITION)**

CITY CLERK OFFICE

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a storm sewer system to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$21,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

PARCEL 'B'

Lot 5, Block 1, Regency Park Addition, an Addition to Wichita,
Sedgwick County, Kansas, except north 233.95 feet thereof.

(d) The proposed method of assessment is on a fractional basis as described below.

Parcel 'B' shall pay 100 percent of the total cost of the improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

City of Wichita
City Council Meeting
July 14, 2015

TO: Mayor and City Council

SUBJECT: Petitions for Improvements to Serve Country Hollow Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the petitions and adopt the resolutions.

Background: The signatures on the petitions represent 100% of the improvement district. The petitions are a requirement for the development of the next phase of the plat and are valid per Kansas Statute 12-6a01.

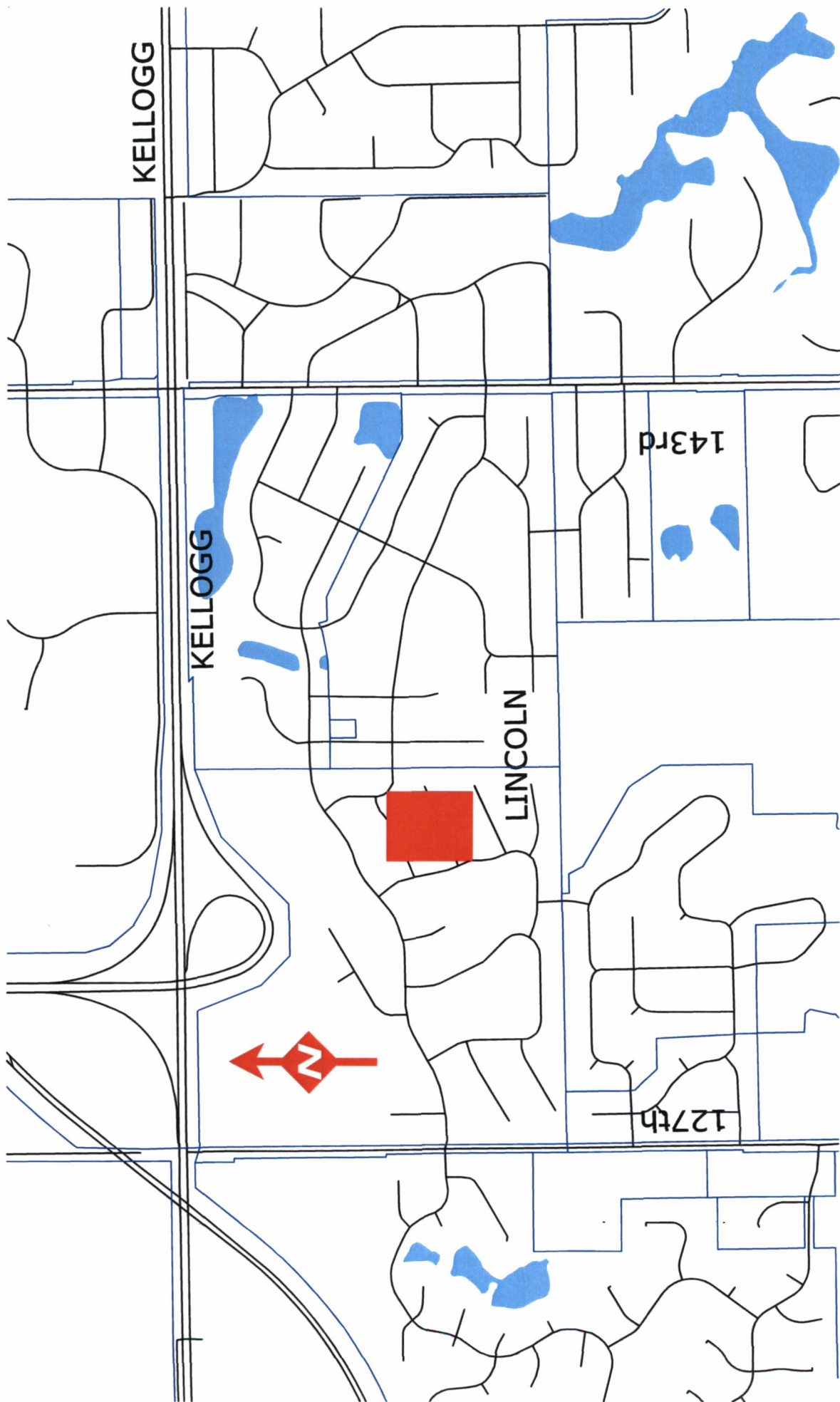
Analysis: The projects will provide sanitary sewer, storm water drainage, paving and water distribution improvements required for a new residential development located south of Kellogg, east of 127th Street East.

Financial Considerations: The petition totals are \$67,000 for sanitary sewer, \$95,000 for storm water drainage, \$156,000 for paving, and \$45,000 for water distribution improvements. The funding source for all projects is special assessments.

Legal Considerations: The Law Department has reviewed and approved the petitions and resolutions as to form.

Recommendations/Actions: It is recommended that the City Council approve the petitions, adopt the resolutions, and authorize the necessary signatures.

Attachments: Map, budget sheets, petitions, and resolutions.



Project Request

☐ CIP ☒ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT

☐ ORDERED BY WCC

☒ PETITION

PETITION PERCENTAGE: 100%

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #:

FUND: 480 Sewer Improvements N.I.

SUBFUND: 480 Sanitary Sewers N.I.

ENGINEERING REFERENCE #: 468-85041

COUNCIL DISTRICT: 02 Council District 2

DATE COUNCIL APPROVED: 7-14-15

REQUEST DATE:

PROJECT #: 480090

PROJECT TITLE: LAT 443 FMC, Country Hollow Addition

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: LAT 443 FMC, Country Hollow Addition

OCA #: 744398

OCA TITLE: LAT 443 FMC, Country Hollow Addition

PERSON COMPLETING FORM: Jennifer Peterson

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

☒ NEW BUDGET

☐ REVISED BUDGET

REVENUE

Object Level 3	Budget
9730 S.A. Bonds	\$67,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

REVENUE TOTAL: \$67,000.00

EXPENSE

Object Level 3	Budget
2999 Contractuals	\$67,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

EXPENSE TOTAL: \$67,000.00

NOTES:

SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

Print Form

DATE:

DATE:

DATE:

DATE:

Project Request



☐ CIP ☒ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT

☐ ORDERED BY WCC

☒ PETITION

PETITION PERCENTAGE: 100%

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #:

FUND: 400 Street Improvements

SUBFUND: 490 Paving N.I.

ENGINEERING REFERENCE #: 472-85226

COUNCIL DISTRICT: 02 Council District 2

DATE COUNCIL APPROVED: 7-14-15

REQUEST DATE:

PROJECT #: 490365

PROJECT TITLE: Glenwood Ct, Country Hollow Addition

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: Glenwood Ct, Country Hollow Addition

OCA #: 766343

OCA TITLE: Glenwood Ct, Country Hollow Addition

PERSON COMPLETING FORM: Jennifer Peterson

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

☒ NEW BUDGET

☐ REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget
9730 S.A. Bonds	\$156,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

Object Level 3	Budget
2999 Contractuals	\$156,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

REVENUE TOTAL: \$156,000.00

EXPENSE TOTAL: \$156,000.00

NOTES:

SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

Print Form

DATE:

DATE:

DATE:

DATE:

Project Request

☐ CIP ☒ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT

☐ ORDERED BY WCC

☒ PETITION

PETITION PERCENTAGE: 100%

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #:

FUND: 480 Sewer Improvements N.I.

SUBFUND: 485 Storm Drainage N.I.

ENGINEERING REFERENCE #: 468-85040

COUNCIL DISTRICT: 02 Council District 2

DATE COUNCIL APPROVED: 7-14-15

REQUEST DATE:

PROJECT #: 485427

PROJECT TITLE: SWD 402 Country Hollow Addition

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: SWD 402 Country Hollow Addition

OCA #: 751536

OCA TITLE: SWD 402 Country Hollow Addition

PERSON COMPLETING FORM: Jennifer Peterson

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

☒ NEW BUDGET

☐ REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget
9730 S.A. Bonds	\$95,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

Object Level 3	Budget
2999 Contractuals	\$95,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

REVENUE TOTAL: \$95,000.00

EXPENSE TOTAL: \$95,000.00

NOTES:

SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

Print Form

DATE:

DATE:

DATE:

DATE:

Project Request

☐ CIP ☒ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT

☐ ORDERED BY WCC

☒ PETITION

PETITION PERCENTAGE: 100%

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #:

FUND: 470 Water Improvements N.I.

ENGINEERING REFERENCE #: 448-90677

COUNCIL DISTRICT: 02 Council District 2

DATE COUNCIL APPROVED: 7-14-15

REQUEST DATE:

PROJECT #: 470207

PROJECT TITLE: WDS 90677 COUNTRY HOLLOW ADDITION

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: WDS 90677 COUNTRY HOLLOW ADDITION

OCA #: 735534

OCA TITLE: WDS 90677 COUNTRY HOLLOW ADDITION

PERSON COMPLETING FORM: Jennifer Peterson

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

☒ NEW BUDGET

☐ REVISED BUDGET

REVENUE

Object Level 3	Budget
9730 S.A. Bonds	\$45,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

REVENUE TOTAL: \$45,000.00

EXPENSE

Object Level 3	Budget
2999 Contractuals	\$45,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

EXPENSE TOTAL: \$45,000.00

NOTES:

SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

Print Form

DATE:

DATE:

DATE:

DATE:

Lateral 443 Four Mile Creek

JUN - 3 '15

468-85041

PETITION
SANITARY SEWER PHASE 3A – COUNTRY HOLLOW ADDITION

CITY CLERK OFFICE

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being a majority of the resident owners of record of the property liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements is: **\$67,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**Lots 12 through 15, Block 4;
Lots 32 through 46, Block 5;**

(d) The proposed method of assessment is: **equally per lot (19 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
COUNTRY HOLLOW, LLC Ritchie Development Corporation, Manager, Kevin M. Mullen, President		Lots 12 through 15, Block 4; and Lots 32 through 46, Block 5;

THIS PETITION was filed in my office on June 3, 2015



Janis Edwards
Deputy City Clerk

472-85226

PETITION
PAVING PHASE 3A – COUNTRY HOLLOW ADDITION

TO: The Mayor and City Council (the “Governing Body”)
City of Wichita, Kansas

1. The undersigned, being a majority of the resident owners of record of the property liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of pavement on Glenwood Street from the northwest corner of Lot 24, Block 5 to the northwest corner of Lot 15, Block 4; and pavement on Glenwood Court from the east edge of Glenwood Street to a point approximately 800 feet East serving Lots 25 through 39, Block 5, with drainage to be installed where necessary.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements is: **\$156,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Lots 12 through 15, Block 4;
Lots 25 through 39, Block 5;

(d) The proposed method of assessment is: **equally per lot (19 lots).**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.


(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

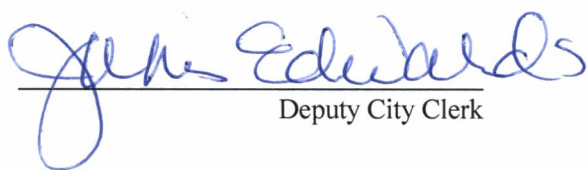
5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
COUNTRY HOLLOW, LLC Ritchie Development Corporation, Manager, Kevin M. Mullen, President		Lots 12 through 15, Block 4; and Lots 25 through 39, Block 5;
		

THIS PETITION was filed in my office on

June 2, 2015




Deputy City Clerk

SWD # 402

RECEIVED

468-85040

JUN - 3 '15

PETITION
DRAINAGE PHASE 3A – COUNTRY HOLLOW ADDITION

CITY CLERK OFFICE

TO: The Mayor and City Council (the “Governing Body”)
City of Wichita, Kansas

1. The undersigned, being a majority of the resident owners of record of the property liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a drainage system, including appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements is: **\$95,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

**Lots 12 through 15, Block 4;
Lots 25 through 39, Block 5;**

(d) The proposed method of assessment is: **equally per lot (19 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.


(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
COUNTRY HOLLOW, LLC Ritchie Development Corporation, Manager, Kevin M. Mullen, President		Lots 12 through 15, Block 4; and Lots 25 through 39, Block 5;
		

THIS PETITION was filed in my office on

June 3, 2015




Deputy City Clerk

JUN - 3 '15

448-90677

PETITION
WATER DISTRIBUTION SYSTEM PHASE 3A – COUNTRY HOLLOW ADDITION

CITY CLERK OFFICE

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being a majority of the resident owners of record of the property liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements is: **\$45,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lots 12 through 15, Block 4;
Lots 25 through 39, Block 5;

(d) The proposed method of assessment is: **equally per lot (19 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

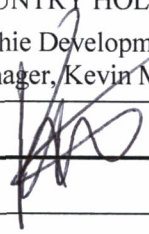
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

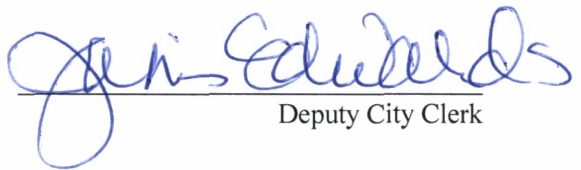
5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
COUNTRY HOLLOW, LLC Ritchie Development Corporation, Manager, Kevin M. Mullen, President		Lots 12 through 15, Block 4; and Lots 25 through 39, Block 5;
		

THIS PETITION was filed in my office on

June 2, 2015




Deputy City Clerk

(Published in the *Wichita Eagle*, on July 17, 2015)

RESOLUTION NO. 15-205

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS – COUNTRY HOLLOW ADDITION/SOUTH OF KELLOGG, EAST OF 127TH STREET EAST) (472-85226).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **a majority of the resident owners of record of the property** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of pavement on Glenwood Street from the northwest corner of Lot 24, Block 5 to the northwest corner of Lot 15, Block 4; and pavement on Glenwood Court from the east edge of Glenwood Street to a point approximately 800 feet East serving Lots 25 through 39, Block 5, with drainage to be installed where necessary (the "Improvements").

(b) The estimated or probable cost of the Improvements is **One Hundred Fifty-Six Thousand Dollars (\$156,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

COUNTRY HOLLOW ADDITION
Lots 12 through 15, Block 4

- (d) The method of assessment is: **equally per lot (19 lots).**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements. In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

- (e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

- (f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on July 14, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on July 17, 2015)

RESOLUTION NO. 15-206

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER DRAIN NO. 402 – COUNTRY HOLLOW ADDITION/SOUTH OF KELLOGG, EAST OF 127TH STREET EAST) (468-85040).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **a majority of the resident owners of record of the property** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a drainage system (Storm Water Drain No. 402), including appurtenances to serve the Improvement District (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Ninety-Five Thousand Dollars (\$95,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

COUNTRY HOLLOW ADDITION

Lots 12 through 15, Block 4

Lots 25 through 39, Block 5

(d) The method of assessment is: **equally per lot (19 lots).**

In the event all or part of the lots or parcels in the Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on July 14, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on July 17, 2015)

RESOLUTION NO. 15-207

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 443, FOUR MILE CREEK SEWER – COUNTRY HOLLOW ADDITION/SOUTH OF KELLOGG, EAST OF 127TH ST. EAST) (468-85041).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **a majority of the resident owners of record of the property** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a lateral sanitary sewer (Lateral 443, Four Mile Creek Sewer), including necessary sewer mains and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Sixty-Seven Thousand Dollars (\$67,000)** Project Cost Estimate, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

COUNTRY HOLLOW ADDITION

Lots 12 through 15, Block 4

Lots 32 through 46, Block 5

(d) The method of assessment is: **equally per lot (19 lots)**.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on July 14, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on July 17, 2015)

RESOLUTION NO. 15-208

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM – COUNTRY HOLLOW ADDITION/SOUTH OF KELLOGG, EAST OF 127TH STREET EAST) (448-90677).

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the “Act”); and

WHEREAS, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by **a majority of the resident owners of record of the property** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

- (a) It is advisable to make the following improvements:

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below (the “Improvements”).

(b) The estimated or probable cost of the Improvements is **Forty-Five Thousand Dollars (\$45,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

COUNTRY HOLLOW ADDITION

Lots 12 through 15, Block 4

Lots 25 through 39, Block 5

(d) The method of assessment is: **equally per lot (19 lots).**

In the event all or part of the lots or parcels in the Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on July 14, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

**STATEMENTS OF COST
SPECIAL ASSESSMENTS
MARCH 2016**

WATER:

- a. Statement of Cost for constructing Water Distribution System to serve Casa Bella Addition (north of Pawnee, west of 127th Street East) – Total Cost - \$48,461 (plus idle fund interest estimated - \$158). Financing to be issued at this time - \$48,619. (735504/448-90145/470-177).
- b. Statement of Cost for constructing Water Distribution System to serve Blackstone Addition (east of 151st Street, north of 13th Street North) – Total Cost - \$66,945 (plus idle fund interest estimated \$174). Financing to be issued at this time - \$67,119 (735515/448-90186/470-188).
- c. Statement of Cost for constructing Water Distribution System to serve Stonebridge 2nd and 3rd Additions (north of 13th Street North, west of 159th Street East) – Total Cost - \$54,775 (plus idle fund interest estimated - \$165, plus main benefit fee - \$12,708). Financing to be issued at this time - \$67,648 (735506/448-90295/470-179).
- d. Statement of Cost for constructing Water Distribution System to serve The Woods Addition (east of 151st Street West, north of Maple) – Total Cost - \$43,211 (plus idle fund interest estimated - \$152). Financing to be issued at this time - \$43,363 (735509/448-90506/470-182).
- e. Statement of Cost for constructing Water Distribution System to serve Krug South Addition (south of 21st Street North, west of 143rd Street East) – Total Cost - \$30,473 (plus idle fund interest estimated - \$131, plus main benefit fee - \$4,969). Financing to be issued at this time - \$35,573 (735512/448-90564/470-185).
- f. Statement of Cost for constructing Water Distribution System to serve Legacy 3rd Addition (north of 47th Street South, west of Meridian) – Total Cost - \$47,981 (plus idle fund interest estimated - \$154). Financing to be issued at this time - \$48,135 (735505/448-90595/470-178).
- g. Statement of Cost for constructing Water Distribution System to serve Courtyards at Auburn Hills Addition (north of Kellogg, west of 135th Street West) – Total Cost - \$74,069 (plus idle fund interest estimated - \$78, plus temporary financing estimated - \$71, plus main benefit fee - \$22,542). Financing to be issued at this time - \$96,760 (735500/448-90616/470-173).
- h. Statement of Cost for constructing Water Distribution System to serve The Ranch Addition (south of 21st Street North, west of 159th Street East) – Total Cost - \$69,534 (plus idle fund interest estimated - \$191, plus main benefit fee - \$31,690). Financing to be issued at this time - \$101,415. (735499/448-90618/470-172).
- i. Statement of Cost for constructing Water Distribution System to serve Westfield Acres, Westlink Heights, Rolling Hills Country Club Estates, Little Matherly, Earlines, Davis, and Berlin Additions (north of Maple, west of Tyler) – Total Cost - \$231,265 (plus idle fund estimated - \$461). Financing to be issued at this time - \$231,726 (735510/448-90639/470-183).
- j. Statement of Cost for constructing Water Distribution System to serve Rolling Hills 3rd Addition (north of Maple, west of Tyler) – Total Cost - \$63,258 (plus idle fund interest estimated - \$201). Financing to be issued at this time - \$63,459 (735513/448-90643/470-186).

SANITARY SEWER:

- k. Statement of Cost for constructing Lateral 3, Main 18, Four Mile Creek Sewer to serve Casa Bella Addition (north of Pawnee, west of 127th Street East) – Total Cost - \$44,468 (plus idle fund interest estimated - \$157). Financing to be issued at this time - \$44,625 (744365/468-84126/480-057).
- l. Statement of Cost for constructing Lateral 3, Main 19, Four Mile Creek Sewer to serve Stonebridge 2nd and 3rd Additions (north of 13th Street North, west of 159th Street East) – Total Cost -

- \$123,995 (plus idle fund interest estimated - \$274). Financing to be issued at this time - \$124,269 (744368/468-84148/480-060).
- m. Statement of Cost for constructing Lateral 519, Southwest Interceptor Sewer to serve Legacy 3rd Addition (north of 47th Street South, west of Meridian) – Total Cost - \$48,053 (plus idle fund estimated - \$161, plus main benefit fee - \$7,200). Financing to be issued at this time - \$55,414 (744367/468-84312/480-059).
 - n. Statement of Cost for constructing Lateral 100, Main 1, Southwest Interceptor Sewer to serve Scott and Weir Additions and Pillsbury Addition (west of Broadway, north of MacArthur) – Total Cost - \$206,454 (plus idle fund interest estimated - \$304). Financing to be issued at this time - \$206,758 (744366/468-84947/480-058).

STORM WATER:

- o. Statement of Cost for constructing Storm Water Drain No. 347 to serve Woods North 3rd and Greenwich Business Center Additions (south of 29th Street North, west of 127th Street East) – Total Cost - \$411,430 (plus idle fund interest estimated - \$50, plus temporary financing estimated - \$378). Financing to be issued at this time - \$411,858 (751514/468-84488/485-405).
- p. Statement of Cost for constructing Storm Water Drain No. 390 to serve Northborough 3rd Addition (south of 21st Street North, east of Woodlawn) – Total Cost - \$19,956 (plus idle fund estimated - \$90, plus temporary financing estimated - \$29). Financing to be issued at this time - \$20,075 (751519/468-84893/485-410).
- q. Statement of Cost for constructing Storm Water Drain No. 391 to serve The Ranch Addition (south of 21st Street North, west of 159th Street East) – Total Cost - \$770,937 (plus idle fund estimated - \$1,104, plus temporary financing estimated \$92). Financing to be issued at this time - \$772,133 (751523/468-84921/485-414).

PAVING:

- r. Statement of Cost for constructing left turn lane and incidental drainage improvements on Maize Road to serve Newmarket V Addition (south of 29th Street North, west of Maize) – Total Cost - \$1,181,937 (plus idle fund interest estimated - \$1,330, plus temporary financing estimated - \$247). Financing to be issued at this time - \$1,183,514 (766294/472-84607/490-312).
- s. Statement of Cost for constructing Paving on Lindberg to serve Waterfront 6th Addition (north of 13th Street North, west of Greenwich) – Total Cost - \$448,408 (plus idle fund interest estimated - \$35, plus temporary financing estimated - \$519). Financing to be issued at this time - \$448,962 (766292/472-84626/490-310).
- t. Statement of Cost for constructing Paving on 27th Street North, 27th Street North Court, and Woodridge to serve Woods North 3rd Addition (south of 29th Street North, west of 127th Street East) – Total Cost - \$289,497 (plus idle fund interest estimated - \$158, plus temporary financing estimated - \$212). Financing to be issued at this time - \$289,867 (766300/472-85047/490-318).
- u. Statement of Cost for constructing Paving on Stonegate Lane to serve Waterfront 8th Addition (north of 13th Street North, west of Greenwich) – Total Cost - \$258,873 (plus idle fund interest estimated - \$68, plus temporary financing estimated - \$311). Financing to be issued at this time - \$259,252 (766293/472-85097/490-311).
- v. Statement of Cost for constructing Paving on Frontgate, Tamarac Lane, and Herrington to serve Frontgate Addition (south of Central, west of 127th Street East) – Total Cost - \$298,448 (plus idle fund interest estimated - \$98, plus temporary financing estimated - \$301). Financing to be issued at this time - \$298,847 (766298/472-85099/490-316).

- w. Statement of Cost for constructing Paving on Rockhill from the east line of Bramblewood Street to a cul-de-sac, ending at a point approximately 900' east of Bramblewood to serve Northborough 3rd Addition (south of 21st Street North, east of Woodlawn) – Total Cost - \$209,576 (plus idle fund interest estimated - \$64, plus temporary financing estimated - \$241). Financing to be issued at this time - \$209,881 (766296/472-85105/490-314).
- x. Statement of Cost for constructing Paving on Morris and Spring Hollow Drive to serve Clear Creek Addition (south of Kellogg, west of 143rd Street East) – Total Cost - \$255,465 (plus idle fund estimated - \$447, plus temporary financing estimated - \$12). Financing to be issued at this time - \$255,924 (766306/472-85132/490-324).
- y. Statement of Cost for constructing left turn lane on 21st Street North to serve Messiah Baptist Church 4th Addition (north of 21st Street North, east of K-96) – Total Cost - \$199,236 (plus idle fund estimated - \$389). Financing to be issued at this time - \$199,625 (766307/472-85168/490-325)
- z. Statement of Cost for constructing Paving on Shoreline/Paradise from the west line of Lot 30, Block 1 to the north line of Lot 56, Block 1. Emerald Bay Estates 2nd Addition and Paradise Court to serve Emerald Bay Estates 2nd Addition (north of 21st Street North, west of West Street) – Total Cost - \$398,894 (plus idle fund estimated - \$661). Financing to be issued at this time - \$399,555 (766311/472-85171/490-332).
- aa. Statement of Cost for constructing Paving on Dodge and Maywood to serve Southern Shores Addition (west of Seneca, north of 55th Street South) – Total Cost - \$607,717 (plus idle fund estimated - \$1,025). Financing to be issued at this time - \$608,742 (766315/472-85172/490-336).

Project Statement of Cost

Approved and accepted by the City Council

Wichita, Kansas

July 14, 2015

Project Number	448-90618
OCA Number	735499
PPN Number	470-172

City Clerk
Wichita, Kansas

Dear City Clerk:

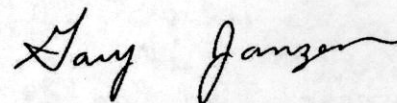
Following is the cost of constructing:

Water Distribution System to serve The Ranch Addition (south
of 21st Street North, west of 159th Street East).

Contract	\$53,400
Water Department parts and installation	\$0
Administration	\$1,363
Engineering and Inspection	\$14,451
Publication	\$300
Abstract	\$20
CONSTRUCTION COST	\$69,534
Idle fund interest estimated	\$191
Temporary financing estimated	\$0
SUBTOTAL	\$69,725
Main benefit fee (water or sewer only)	\$31,690
Driveways assessed to property	\$0
Driveways included in the project	\$0
TOTAL PROJECT COST	\$101,415

Property	\$69,725
Benefit Fee	\$31,690

Respectfully Submitted



Gary Janzen, P.E., City Engineer

March 15, 2016
Chesney 818
15 years

Petition/Resolution Amount:	\$91,000
Increase by 1% per month after:	November 1, 2013

Project Statement of Cost

Approved and accepted by the City Council

Wichita, Kansas

July 14, 2015

Project Number	448-90616
OCA Number	735500
PPN Number	470-173

City Clerk
Wichita, Kansas

Dear City Clerk:

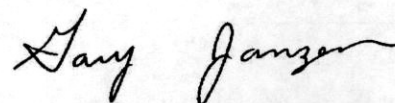
Following is the cost of constructing:

Water Distribution System to serve Courtyards at Auburn Hills
Addition (north of Kellogg, west of 135th Street West)

Contract	\$53,469
Water Department parts and installation	\$0
Administration	\$1,572
Engineering and Inspection	\$18,535
Publication	\$473
Abstract	\$20
CONSTRUCTION COST	\$74,069
Idle fund interest estimated	\$78
Temporary financing estimated	\$71
SUBTOTAL	\$74,218
Main benefit fee (water or sewer only)	\$22,542
Driveways assessed to property	\$0
Driveways included in the project	\$0
TOTAL PROJECT COST	\$96,760

Property	\$74,218
Benefit Fee	\$22,542

Respectfully Submitted



Gary Janzen, P.E., City Engineer

March 15, 2016
Chesney 818
15 years

Petition/Resolution Amount:	\$86,000
Increase by 1% per month after:	November 1, 2013

Project Statement of Cost

Approved and accepted by the City Council

Wichita, Kansas

July 14, 2015

Project Number	448-90145
OCA Number	735504
PPN Number	470-177

City Clerk
Wichita, Kansas

Dear City Clerk:

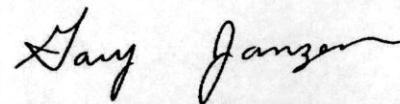
Following is the cost of constructing:

Water Distribution System to serve Casa Bella Addition (north of Pawnee, west of 127th Street east).

Contract	\$34,210
Water Department parts and installation	\$0
Administration	\$950
Engineering and Inspection	\$13,024
Publication	\$257
Abstract	\$20
CONSTRUCTION COST	\$48,461
Idle fund interest estimated	\$158
Temporary financing estimated	\$0
SUBTOTAL	\$48,619
Main benefit fee (water or sewer only)	\$0
Driveways assessed to property	\$0
Driveways included in the project	\$0
TOTAL PROJECT COST	\$48,619

Property	\$48,619
Benefit Fee	\$0

Respectfully Submitted



Gary Janzen, P.E., City Engineer

March 15, 2016
Chesney 818
15 years

Petition/Resolution Amount:	\$49,000
Increase by 1% per month after:	February 1, 2007

Project Statement of Cost

Approved and accepted by the City Council

Wichita, Kansas

July 14, 2015

Project Number	448-90595
OCA Number	735505
PPN Number	470-178

City Clerk
Wichita, Kansas

Dear City Clerk:

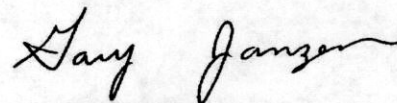
Following is the cost of constructing:

Water Distribution System to serve Legacy 3rd Addition (north
of 47th Street South, west of Meridian).

Contract	\$29,018
Water Department parts and installation	\$2,261
Administration	\$940
Engineering and Inspection	\$15,268
Publication	\$474
Abstract	\$20
CONSTRUCTION COST	\$47,981
Idle fund interest estimated	\$154
Temporary financing estimated	\$0
SUBTOTAL	\$48,135
Main benefit fee (water or sewer only)	\$0
Driveways assessed to property	\$0
Driveways included in the project	\$0
TOTAL PROJECT COST	\$48,135

Property	\$48,135
Benefit Fee	\$0

Respectfully Submitted



Gary Janzen, P.E., City Engineer

March 15, 2016
Chesney 818
15 years

Petition/Resolution Amount:	\$45,000
Increase by 1% per month after:	January 1, 2014

Project Statement of Cost

Approved and accepted by the City Council

Wichita, Kansas

July 14, 2015

Project Number	448-90295
OCA Number	735506
PPN Number	470-179

City Clerk
Wichita, Kansas

Dear City Clerk:

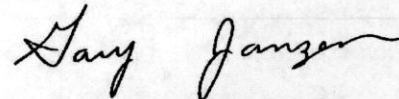
Following is the cost of constructing:

Water Distribution System to serve Stonebridge 2nd and 3rd
Additions (north of 13th Street North, west of 159th Street
East).

Contract	\$38,330
Water Department parts and installation	\$0
Administration	\$1,074
Engineering and Inspection	\$15,008
Publication	\$343
Abstract	\$20
CONSTRUCTION COST	\$54,775
Idle fund interest estimated	\$165
Temporary financing estimated	\$0
SUBTOTAL	\$54,940
Main benefit fee (water or sewer only)	\$12,708
Driveways assessed to property	\$0
Driveways included in the project	\$0
TOTAL PROJECT COST	\$67,648

Property	\$54,940
Benefit Fee	\$12,708

Respectfully Submitted



Gary Janzen, P.E., City Engineer

March 15, 2016
Chesney 818
15 years

Petition/Resolution Amount:	\$78,000
Increase by 1% per month after:	May 1, 2011

Project Statement of Cost

Approved and accepted by the City Council

Wichita, Kansas

July 14, 2015

Project Number	448-90506
OCA Number	735509
PPN Number	470-182

City Clerk
Wichita, Kansas

Dear City Clerk:

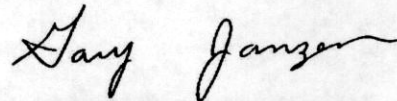
Following is the cost of constructing:

Water Distribution System to serve The Woods Addition (east
of 151st Street West, north of Maple).

Contract	\$30,414
Water Department parts and installation	\$0
Administration	\$847
Engineering and Inspection	\$11,707
Publication	\$223
Abstract	\$20
CONSTRUCTION COST	\$43,211
Idle fund interest estimated	\$152
Temporary financing estimated	\$0
SUBTOTAL	\$43,363
Main benefit fee (water or sewer only)	\$0
Driveways assessed to property	\$0
Driveways included in the project	\$0
TOTAL PROJECT COST	\$43,363

Property	\$43,363
Benefit Fee	\$0

Respectfully Submitted



Gary Janzen, P.E., City Engineer

March 15, 2016
Chesney 818
15 years

Petition/Resolution Amount:	\$44,000
Increase by 1% per month after:	December 1, 2010

Project Statement of Cost

Approved and accepted by the City Council

Wichita, Kansas

July 14, 2015

Project Number	448-90639
OCA Number	735510
PPN Number	470-183

City Clerk
Wichita, Kansas

Dear City Clerk:

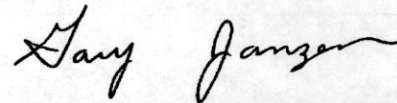
Following is the cost of constructing:

Water Distribution System to serve Westfield Acres, Westlink Heights, Rolling Hills Country Club Estates, Little Matherly, Earlines, Davis, and Berlin Additions (north of Maple, west of Tyler).

Contract	\$211,696
Water Department parts and installation	\$0
Administration	\$4,566
Engineering and Inspection	\$14,452
Publication	\$531
Abstract	\$20
CONSTRUCTION COST	\$231,265
Idle fund interest estimated	\$461
Temporary financing estimated	\$0
SUBTOTAL	\$231,726
Main benefit fee (water or sewer only)	\$0
Driveways assessed to property	\$0
Driveways included in the project	\$0
TOTAL PROJECT COST	\$231,726

Water Utility	\$24,331
Property	\$207,395
Benefit Fee	\$0

Respectfully Submitted



Gary Janzen, P.E., City Engineer

March 15, 2016
Chesney 818
15 years

Petition/Resolution Amount:	\$250,000
Increase by 1% per month after:	July 31, 2014

Project Statement of Cost

Approved and accepted by the City Council

Wichita, Kansas

July 14, 2015

Project Number	448-90564
OCA Number	735512
PPN Number	470-185

City Clerk
Wichita, Kansas

Dear City Clerk:

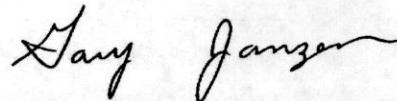
Following is the cost of constructing:

Water Distribution System to serve Krug South Addition (south
of 21st Street North, west of 143rd Street East)

Contract	\$18,333
Water Department parts and installation	\$0
Administration	\$597
Engineering and Inspection	\$11,294
Publication	\$229
Abstract	\$20
CONSTRUCTION COST	\$30,473
Idle fund interest estimated	\$131
Temporary financing estimated	\$0
SUBTOTAL	\$30,604
Main benefit fee (water or sewer only)	\$4,969
Driveways assessed to property	\$0
Driveways included in the project	\$0
TOTAL PROJECT COST	\$35,573

Property	\$30,604
Benefit Fee	\$4,969

Respectfully Submitted



Gary Janzen, P.E., City Engineer

March 15, 2016
Chesney 818
15 years

Petition/Resolution Amount:	\$32,000
Increase by 1% per month after:	May 1, 2012

Project Statement of Cost

Approved and accepted by the City Council

Wichita, Kansas

July 14, 2015

Project Number	448-90643
OCA Number	735513
PPN Number	470-186

City Clerk
Wichita, Kansas

Dear City Clerk:

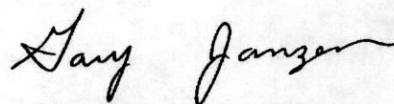
Following is the cost of constructing:

Water Distribution System to serve Rolling Hills 3rd Addition
(north of Maple, west of Tyler).

Contract	\$57,002
Water Department parts and installation	\$1,203
Administration	\$1,275
Engineering and Inspection	\$3,550
Publication	\$208
Abstract	\$20
CONSTRUCTION COST	\$63,258
Idle fund interest estimated	\$201
Temporary financing estimated	\$0
SUBTOTAL	\$63,459
Main benefit fee (water or sewer only)	\$0
Driveways assessed to property	\$0
Driveways included in the project	\$0
TOTAL PROJECT COST	\$63,459

Property	\$63,459
Benefit Fee	\$0

Respectfully Submitted



Gary Janzen, P.E., City Engineer

March 15, 2016
Chesney 818
15 years

Petition/Resolution Amount:	\$71,000
Increase by 1% per month after:	July 9, 2014

Project Statement of Cost

Approved and accepted by the City Council

Wichita, Kansas

July 14, 2015

Project Number	448-90186
OCA Number	735515
PPN Number	470-188

City Clerk
Wichita, Kansas

Dear City Clerk:

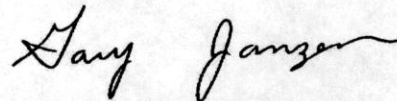
Following is the cost of constructing:

Water Distribution System to serve Blackstone Addition (east of 151st Street, north of 13th Street North).

Contract	\$43,570
Water Department parts and installation	\$0
Administration	\$1,312
Engineering and Inspection	\$21,692
Publication	\$351
Abstract	\$20
CONSTRUCTION COST	\$66,945
Idle fund interest estimated	\$174
Temporary financing estimated	\$0
SUBTOTAL	\$67,119
Main benefit fee (water or sewer only)	\$0
Driveways assessed to property	\$0
Driveways included in the project	\$0
TOTAL PROJECT COST	\$67,119

Property	\$67,119
Benefit Fee	\$0

Respectfully Submitted



Gary Janzen, P.E., City Engineer

March 15, 2016
Chesney 818
15 years

Petition/Resolution Amount:	\$92,000
Increase by 1% per month after:	July 1, 2006

Project Statement of Cost

Approved and accepted by the City Council

Wichita, Kansas

July 14, 2015

Project Number	468-84126
OCA Number	744365
PPN Number	480-057

City Clerk
Wichita, Kansas

Dear City Clerk:

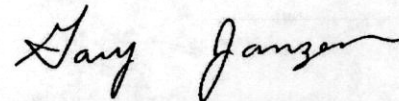
Following is the cost of constructing:

Lateral 3, Main 18, Four Mile Creek Sewer to serve Casa Bella
Addition (north of Pawnee, west of 127th Street East).

Contract	\$33,545
Water Department parts and installation	\$0
Administration	\$871
Engineering and Inspection	\$9,864
Publication	\$168
Abstract	\$20
CONSTRUCTION COST	\$44,468
Idle fund interest estimated	\$157
Temporary financing estimated	\$0
SUBTOTAL	\$44,625
Main benefit fee (water or sewer only)	\$0
Driveways assessed to property	\$0
Driveways included in the project	\$0
TOTAL PROJECT COST	\$44,625

Property	\$44,625
Benefit Fee	\$0

Respectfully Submitted



Gary Janzen, P.E., City Engineer

March 15, 2016
Chesney 818
15 years

Petition/Resolution Amount:	\$47,000
Increase by 1% per month after:	February 1, 2007

Project Statement of Cost

Approved and accepted by the City Council

Wichita, Kansas

July 14, 2015

Project Number	468-84947
OCA Number	744366
PPN Number	480-058

City Clerk
Wichita, Kansas

Dear City Clerk:

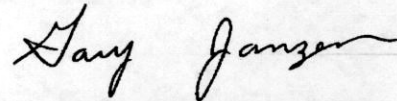
Following is the cost of constructing:

Lateral 100, Main 1, Southwest Interceptor Sewer to serve Scott and Weir Additions
and Pillsbury Addition (west of Broadway, north of MacArthur).

Contract	\$142,871
Water Department parts and installation	\$2
Administration	\$3,594
Engineering and Inspection	\$59,788
Publication	\$179
Abstract	\$20
CONSTRUCTION COST	\$206,454
Idle fund interest estimated	\$304
Temporary financing estimated	\$0
SUBTOTAL	\$206,758
Main benefit fee (water or sewer only)	\$0
Driveways assessed to property	\$0
Driveways included in the project	\$0
TOTAL PROJECT COST	\$206,758

Property	\$206,758
Benefit Fee	\$0

Respectfully Submitted



Gary Janzen, P.E., City Engineer

March 15, 2016
Chesney 818
15 years

Petition/Resolution Amount:	\$210,000
Increase by 1% per month after:	October 11, 2013

Project Statement of Cost

Approved and accepted by the City Council

Wichita, Kansas

July 14, 2015

Project Number	468-84312
OCA Number	744367
PPN Number	480-059

City Clerk
Wichita, Kansas

Dear City Clerk:

Following is the cost of constructing:

Lateral 519, Southwest Interceptor Sewer to serve Legacy 3rd
Addition (north of 47th Street South, west of Meridian).

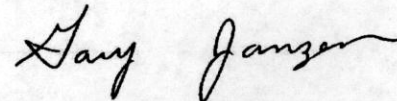
Contract	\$36,150
Water Department parts and installation	\$0
Administration	\$942
Engineering and Inspection	\$10,642
Publication	\$299
Abstract	\$20
CONSTRUCTION COST	\$48,053
Idle fund interest estimated	\$161
Temporary financing estimated	\$0
SUBTOTAL	\$48,214
Main benefit fee (water or sewer only)	\$7,200
Driveways assessed to the property	\$0
Driveways included in the project	\$0
TOTAL PROJECT COST	\$55,414

Property	\$48,214
Benefit Fee	\$7,200

March 15, 2016
Chesney 818
15 years

Petition/Resolution Amount:	\$49,000
Increase by 1% per month after:	January 1, 2014

Respectfully Submitted



Gary Janzen, P.E., City Engineer

Project Statement of Cost

Approved and accepted by the City Council

Wichita, Kansas

July 14, 2015

Project Number	468-84148
OCA Number	744368
PPN Number	480-060

City Clerk
Wichita, Kansas

Dear City Clerk:

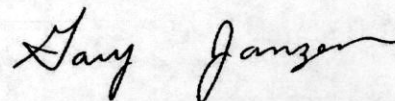
Following is the cost of constructing:

Lateral 3, Main 19, Four Mile Creek Sewer to serve Stonebridge 2nd and 3rd Additions
(north of 13th Street North, west of 159th Street East).

Contract	\$99,727
Water Department parts and installation	\$0
Administration	\$2,485
Engineering and Inspection	\$21,489
Publication	\$274
Abstract	\$20
CONSTRUCTION COST	\$123,995
Idle fund interest estimated	\$274
Temporary financing estimated	\$0
SUBTOTAL	\$124,269
Main benefit fee (water or sewer only)	\$0
Driveways assessed to property	\$0
Driveways included in the project	\$0
TOTAL PROJECT COST	\$124,269

Property	\$124,269
Benefit Fee	\$0

Respectfully Submitted



Gary Janzen, P.E., City Engineer

March 15, 2016
Chesney 818
15 years

Petition/Resolution Amount:	\$125,000
Increase by 1% per month after:	May 1, 2011

Project Statement of Cost

Approved and accepted by the City Council

Wichita, Kansas

July 14, 2015

Project Number	468-84488
OCA Number	751514
PPN Number	485-405

City Clerk
Wichita, Kansas

Dear City Clerk:

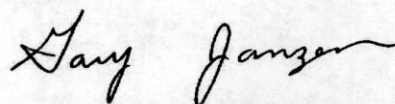
Following is the cost of constructing:

Storm Water Drain No. 347 to serve Woods North 3rd and
Greenwich Business Center Additions (south of 29th Street
North, west of 127th Street East).

Contract	\$342,142
Water Department parts and installation	\$0
Administration	\$8,275
Engineering and Inspection	\$59,762
Publication	\$1,231
Abstract	\$20
CONSTRUCTION COST	\$411,430
Idle fund interest estimated	\$50
Temporary financing estimated	\$378
SUBTOTAL	\$411,858
Main benefit fee (water or sewer only)	\$0
Driveways assessed to property	\$0
Driveways included in the project	\$0
TOTAL PROJECT COST	\$411,858

Property	\$411,858
Benefit Fee	\$0

Respectfully Submitted



Gary Janzen, P.E., City Engineer

March 15, 2016
Chesney 818
15 years

Petition/Resolution Amount:	\$535,000
Increase by 1% per month after:	May 1, 2013

Project Statement of Cost

Approved and accepted by the City Council

Wichita, Kansas

July 14, 2015

Project Number	468-84893
OCA Number	751519
PPN Number	485-410

City Clerk
Wichita, Kansas

Dear City Clerk:

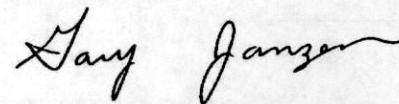
Following is the cost of constructing:

Storm Water Drain No. 390 to serve Northborough 3rd Addition
(south of 21st Street North, east of Woodlawn).

Contract	\$12,470
Water Department parts and installation	\$0
Administration	\$426
Engineering and Inspection	\$6,839
Publication	\$201
Abstract	\$20
CONSTRUCTION COST	\$19,956
Idle fund interest estimated	\$90
Temporary financing estimated	\$29
SUBTOTAL	\$20,075
Main benefit fee (water or sewer only)	\$0
Driveways assessed to property	\$0
Driveways included in the project	\$0
TOTAL PROJECT COST	\$20,075

Property	\$20,075
Benefit Fee	\$0

Respectfully Submitted



Gary Janzen, P.E., City Engineer

March 15, 2016
Chesney 818
15 years

Petition/Resolution Amount:	\$28,000
Increase by 1% per month after:	July 1, 2013

Project Statement of Cost

Approved and accepted by the City Council

Wichita, Kansas

July 14, 2015

Project Number	468-84921
OCA Number	751523
PPN Number	485-414

City Clerk
Wichita, Kansas

Dear City Clerk:

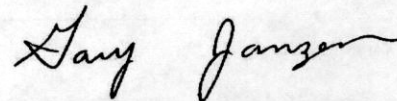
Following is the cost of constructing:

Storm Water Drain No. 391 to serve The Ranch Addition (south
of 21st Street North, west of 159th Street East).

Contract	\$669,560
Water Department parts and installation	\$0
Administration	\$15,461
Engineering and Inspection	\$85,473
Publication	\$423
Abstract	\$20
CONSTRUCTION COST	\$770,937
Idle fund interest estimated	\$1,104
Temporary financing estimated	\$92
SUBTOTAL	\$772,133
Main benefit fee (water or sewer only)	\$0
Driveways assessed to property	\$0
Driveways included in the project	\$0
TOTAL PROJECT COST	\$772,133

Property	\$772,133
Benefit Fee	\$0

Respectfully Submitted



Gary Janzen, P.E., City Engineer

March 15, 2016
Chesney 818
15 years

Petition/Resolution Amount:	\$962,000
Increase by 1% per month after:	November 1, 2013

Project Statement of Cost

Approved and accepted by the City Council

Wichita, Kansas

July 14, 2015

Project Number	472-84626
OCA Number	766292
PPN Number	490-310

City Clerk
Wichita, Kansas

Dear City Clerk:

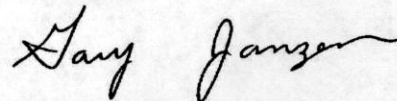
Following is the cost of constructing:

Paving on Lindberg to serve Waterfront 6th Addition (north of
13th Street North, west of Greenwich).

Contract	\$368,792
Water Department parts and installation	\$0
Administration	\$9,128
Engineering and Inspection	\$70,288
Publication	\$180
Abstract	\$20
CONSTRUCTION COST	\$448,408
Idle fund interest estimated	\$35
Temporary financing estimated	\$519
SUBTOTAL	\$448,962
Main benefit fee (water or sewer only)	\$0
Driveways assessed to property	\$0
Driveways included in the project	\$0
TOTAL PROJECT COST	\$448,962

Property	\$448,962
Benefit Fee	\$0

Respectfully Submitted



Gary Janzen, P.E., City Engineer

March 15, 2016
Chesney 818
15 years

Petition/Resolution Amount:	\$322,000
Increase by 1% per month after:	September 1, 2007

Project Statement of Cost

Approved and accepted by the City Council

Wichita, Kansas

July 14, 2015

Project Number	472-85097
OCA Number	766293
PPN Number	490-311

City Clerk
Wichita, Kansas

Dear City Clerk:

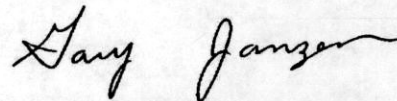
Following is the cost of constructing:

Paving on Stonegate Lane to serve Waterfront 8th Addition
(north of 13th Street North, west of Greenwich).

Contract	\$213,666
Water Department parts and installation	\$0
Administration	\$5,341
Engineering and Inspection	\$39,588
Publication	\$258
Abstract	\$20
CONSTRUCTION COST	\$258,873
Idle fund interest estimated	\$68
Temporary financing estimated	\$311
SUBTOTAL	\$259,252
Main benefit fee (water or sewer only)	\$0
Driveways assessed to property	\$0
Driveways included in the project	\$0
TOTAL PROJECT COST	\$259,252

Property	\$259,252
Benefit Fee	\$0

Respectfully Submitted



Gary Janzen, P.E., City Engineer

March 15, 2016
Chesney 818
15 years

Petition/Resolution Amount:	\$323,000
Increase by 1% per month after:	March 1, 2013

Project Statement of Cost

Approved and accepted by the City Council

Wichita, Kansas

July 14, 2015

Project Number	472-84607
OCA Number	766294
PPN Number	490-312

City Clerk
Wichita, Kansas

Dear City Clerk:

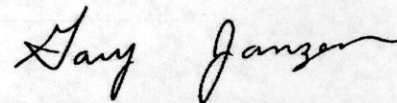
Following is the cost of constructing:

Left turn lane and incidental drainage improvements on Maize
Road to serve Newmarket V Addition (south of 29th Street
North, West of Maize).

Contract	\$969,901
Water Department parts and installation	\$0
Administration	\$23,305
Engineering and Inspection	\$188,496
Publication	\$215
Abstract	\$20
CONSTRUCTION COST	\$1,181,937
Idle fund interest estimated	\$1,330
Temporary financing estimated	\$247
SUBTOTAL	\$1,183,514
Main benefit fee (water or sewer only)	\$0
Driveways assessed to property	\$0
Driveways included in the project	\$0
TOTAL PROJECT COST	\$1,183,514

General Obligation	\$742,655
Property	\$440,859
Benefit Fee	\$0

Respectfully Submitted



Gary Janzen, P.E., City Engineer

March 15, 2016
Chesney 818
15 years

Petition/Resolution Amount:	\$1,275,000
Increase by 1% per month after:	April 1, 2013

Project Statement of Cost

Approved and accepted by the City Council

Wichita, Kansas

July 14, 2015

Project Number	472-85105
OCA Number	766296
PPN Number	490-314

City Clerk
Wichita, Kansas

Dear City Clerk:

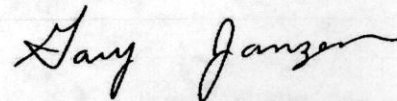
Following is the cost of constructing:

Paving on Rockhill from the east line of Bramblewood Street to a cul-de-sac, ending at a point approximately 900' east of Bramblewood to serve Northborough 3rd Addition (south of 21st Street North, east of Woodlawn).

Contract	\$168,851
Water Department parts and installation	\$0
Administration	\$4,298
Engineering and Inspection	\$36,018
Publication	\$389
Abstract	\$20
CONSTRUCTION COST	\$209,576
Idle fund interest estimated	\$64
Temporary financing estimated	\$241
SUBTOTAL	\$209,881
Main benefit fee (water or sewer only)	\$0
Driveways assessed to property	\$0
Driveways included in the project	\$0
TOTAL PROJECT COST	\$209,881

Property	\$209,881
Benefit Fee	\$0

Respectfully Submitted



Gary Janzen, P.E., City Engineer

March 15, 2016
Chesney 818
15 years

Petition/Resolution Amount:	\$252,000
Increase by 1% per month after:	August 1, 2013

Project Statement of Cost

Approved and accepted by the City Council

Wichita, Kansas

July 14, 2015

Project Number	472-85099
OCA Number	766298
PPN Number	490-316

City Clerk
Wichita, Kansas

Dear City Clerk:

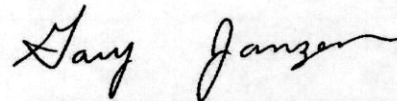
Following is the cost of constructing:

Paving on Frontgate, Tamarac Lane, and Herrington to serve
Frontgate Addition (south of Central, west of 127th Street East).

Contract	\$258,524
Water Department parts and installation	\$0
Administration	\$6,444
Engineering and Inspection	\$32,972
Publication	\$488
Abstract	\$20
CONSTRUCTION COST	\$298,448
Idle fund interest estimated	\$98
Temporary financing estimated	\$301
SUBTOTAL	\$298,847
Main benefit fee (water or sewer only)	\$0
Driveways assessed to property	\$0
Driveways included in the project	\$0
TOTAL PROJECT COST	\$298,847

Property	\$298,847
Benefit Fee	\$0

Respectfully Submitted



Gary Janzen, P.E., City Engineer

March 15, 2016
Chesney 818
15 years

Petition/Resolution Amount:	\$308,000
Increase by 1% per month after:	May 1, 2013

Project Statement of Cost

Approved and accepted by the City Council

Wichita, Kansas

July 14, 2015

Project Number	472-85047
OCA Number	766300
PPN Number	490-318

City Clerk
Wichita, Kansas

Dear City Clerk:

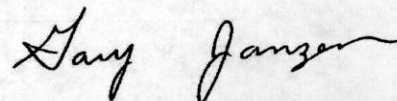
Following is the cost of constructing:

Paving on 27th Street North, 27th Street North Court, and
Woodridge to serve Woods North 3rd Addition (south of 29th
Street North, west of 127th Street East).

Contract	\$244,321
Water Department parts and installation	\$0
Administration	\$5,768
Engineering and Inspection	\$39,064
Publication	\$324
Abstract	\$20
CONSTRUCTION COST	\$289,497
Idle fund interest estimated	\$158
Temporary financing estimated	\$212
SUBTOTAL	\$289,867
Main benefit fee (water or sewer only)	\$0
Driveways assessed to property	\$0
Driveways included in the project	\$0
TOTAL PROJECT COST	\$289,867

Property	\$289,867
Benefit Fee	\$0

Respectfully Submitted



Gary Janzen, P.E., City Engineer

March 15, 2016
Chesney 818
15 years

Petition/Resolution Amount:	\$346,000
Increase by 1% per month after:	April 1, 2012

Project Statement of Cost

Approved and accepted by the City Council

Wichita, Kansas

July 14, 2015

Project Number	472-85132
OCA Number	766306
PPN Number	490-324

City Clerk
Wichita, Kansas

Dear City Clerk:

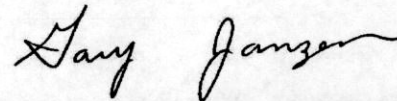
Following is the cost of constructing:

Paving on Morris and Spring Hollow Drive to serve Clear Creek
Addition (south of Kellogg, west of 143rd Street East).

Contract	\$217,167
Water Department parts and installation	\$0
Administration	\$5,014
Engineering and Inspection	\$33,003
Publication	\$261
Abstract	\$20
CONSTRUCTION COST	\$255,465
Idle fund interest estimated	\$447
Temporary financing estimated	\$12
SUBTOTAL	\$255,924
Main benefit fee (water or sewer only)	\$0
Driveways assessed to property	\$0
Driveways included in the project	\$0
TOTAL PROJECT COST	\$255,924

Property	\$255,924
Benefit Fee	\$0

Respectfully Submitted



Gary Janzen, P.E., City Engineer

March 15, 2016
Chesney 818
15 years

Petition/Resolution Amount:	\$273,000
Increase by 1% per month after:	July 1, 2014

Project Statement of Cost

Approved and accepted by the City Council

Wichita, Kansas

July 14, 2015

Project Number	472-85168
OCA Number	766307
PPN Number	490-325

City Clerk
Wichita, Kansas

Dear City Clerk:

Following is the cost of constructing:

Left turn lane on 21st Street North to serve Messiah Baptist
Church 4th Addition (north of 21st Street North, east of K-96).

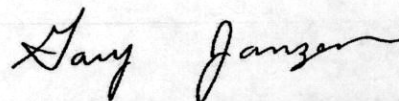
Contract	\$170,390
Water Department parts and installation	\$0
Administration	\$3,906
Engineering and Inspection	\$24,597
Publication	\$323
Abstract	\$20
CONSTRUCTION COST	\$199,236
Idle fund interest estimated	\$389
Temporary financing estimated	\$0
SUBTOTAL	\$199,625
Main benefit fee (water or sewer only)	\$0
Driveways assessed to property	\$0
Driveways included in the project	\$0
TOTAL PROJECT COST	\$199,625

Property	\$178,475
General Obligation	\$21,150
Benefit Fee	\$0

March 15, 2016
Chesney 818
15 years

Petition/Resolution Amount:	\$220,000
Increase by 1% per month after:	February 1, 2014

Respectfully Submitted



Gary Janzen, P.E., City Engineer

Project Statement of Cost

Approved and accepted by the City Council

Wichita, Kansas

July 14, 2015

Project Number	472-85171
OCA Number	766311
PPN Number	490-332

City Clerk
Wichita, Kansas

Dear City Clerk:

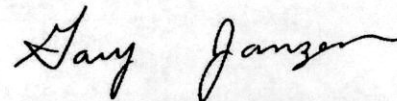
Following is the cost of constructing:

Paving on Shoreline/Paradise from the west line of Lot 30, Block 1 to the north line of Lot 56, Block 1. Emerald Bay Estates 2nd Addition and Paradise Court to serve Emerald Bay Estates 2nd Addition (north of 21st Street North, west of West Street).

Contract	\$332,636
Water Department parts and installation	\$0
Administration	\$7,790
Engineering and Inspection	\$57,966
Publication	\$482
Abstract	\$20
CONSTRUCTION COST	\$398,894
Idle fund interest estimated	\$661
Temporary financing estimated	\$0
SUBTOTAL	\$399,555
Main benefit fee (water or sewer only)	\$0
Driveways assessed to property	\$0
Driveways included in the project	\$0
TOTAL PROJECT COST	\$399,555

Property	\$399,555
Benefit Fee	\$0

Respectfully Submitted



Gary Janzen, P.E., City Engineer

March 15, 2016
Chesney 818
15 years

Petition/Resolution Amount:	\$460,000
Increase by 1% per month after:	May 1, 2014

Project Statement of Cost

Approved and accepted by the City Council

Wichita, Kansas

July 14, 2015

Project Number	472-85172
OCA Number	766315
PPN Number	490-336

City Clerk
Wichita, Kansas

Dear City Clerk:

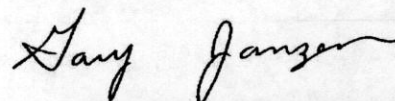
Following is the cost of constructing:

Paving on Dodge and Maywood to serve Southern Shores
Addition (west of Seneca, north of 55th Street South).

Contract	\$545,964
Water Department parts and installation	\$0
Administration	\$11,932
Engineering and Inspection	\$49,265
Publication	\$536
Abstract	\$20
CONSTRUCTION COST	\$607,717
Idle fund interest estimated	\$1,025
Temporary financing estimated	\$0
SUBTOTAL	\$608,742
Main benefit fee (water or sewer only)	\$0
Driveways assessed to property	\$0
Driveways included in the project	\$0
TOTAL PROJECT COST	\$608,742

Property	\$608,742
Benefit Fee	\$0

Respectfully Submitted



Gary Janzen, P.E., City Engineer

March 15, 2016
Chesney 818
15 years

Petition/Resolution Amount:	\$644,000
Increase by 1% per month after:	June 1, 2014

**City of Wichita
City Council Meeting
July 14, 2015**

TO: Mayor and City Council

SUBJECT: Agreement for Stormwater Pump Station No. 12 Outfall Improvements and Real Estate Transfer to Serve Chadsworth 2nd Addition (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Authorize the Agreement for Stormwater Pump Station No. 12 Outfall Improvements and Real Estate Transfer to Serve Chadsworth 2nd Addition (the “Agreement”).

Background: The City participated in a public-private partnership that constructed substantial water detention and pumping facility to drain the Cadillac Lake wetlands, as authorized by a 404 permit from the Army Corp of Engineers. This effort resolved perennial flooding of the Chadsworth 2nd Addition residential development, preventing further overtopping of 29th Street and Maize Road by floodwaters, and also allowed the commercial development of the NewMarket Square property. The detention facility and a portion of the pump station were constructed on land provided by the commercial developer, and part of the pump station facility was constructed on Reserve B in the adjacent Chadsworth 2nd Addition. Transfer of Reserve B to the City was never completed. City pumping over time has caused silting and related outfall damage to the drainage Reserve A in the residential addition.

Analysis: Through an agreement with the Chadsworth 2nd Addition Homeowners’ Association (HOA), the City can address its liability for outfall deposits, and also acquire the title to property underlying its stormwater control improvements. Future construction will be to stabilize the eroded west bank of the stream channel downstream of the pumping facility.

Financial Considerations: Design for these improvements was completed in 2014 and the related cost of \$23,200 was funded by the Stormwater Utility budget designated for hotspot projects. Construction costs are estimated at approximately \$135,000 and will be funded from the 2016 Stormwater Utility budget for hotspot projects.

Legal Considerations: The Law Department has reviewed and approved the agreement as to form. Upon project completion, the HOA is contractually obligated to execute a warranty deed transferring Reserve B to the City.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachment: Agreement.

**AGREEMENT FOR STORMWATER PUMP STATION NO. 12
OUTFALL IMPROVEMENTS AND REAL ESTATE TRANSFER
TO SERVE CHADSWORTH 2ND ADDITION**

THIS AGREEMENT is made and entered into this ____ day of March, 2015 by and between Chadsworth Homeowners' Association, a Kansas not-for-profit corporation, hereinafter referred to as "HOA" and the City of Wichita, Kansas, a Kansas municipal corporation, hereinafter referred to as "CITY."

For and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties contract with each other, as follows:

1. In exchange for completion of the improvements to Reserve A as designed and described in Exhibit A to this Agreement, HOA agrees to transfer to the CITY the property described as Reserve B to Chadsworth 2nd Addition, as indicated on Exhibit B to this Agreement. CITY will use the design-bid-build method of delivery to accomplish the Exhibit A improvements, at no cost to HOA. In return, HOA shall convey Reserve B to CITY in fee simple, by warranty deed.
2. HOA further agrees to convey the above-described property with all the improvements located thereon and deliver possession of the same, both property and improvements, in the same condition as they now exist, except for reasonable wear and tear. The parties acknowledge that CITY utilizes the improvements currently in place in Reserve B, and that the same inure to the benefit of HOA. Therefore, during the pendency of construction and closing, City shall be allowed continued without charge to use and access the improvements located on Reserve B.
3. A title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the HOA, subject to easements and restrictions of record is required. The title evidence shall be sent to the CITY's Property Management Division for examination by the CITY as promptly and expeditiously as possible, and it is agreed that the HOA shall have a reasonable time after said title evidence has been examined in which to correct any defects in title. Should a title defect be found to exist, the parties will renegotiate payment of any curative actions required.
4. The parties agree to use the services of the title insurance company under current contractual commitment to CITY. The City shall arrange for the title commitment prepared for Reserve B in anticipation of this conveyance. The total cost of this commitment to insure and the associated title insurance policy will be paid by CITY. CITY will pay 100% of the closing costs for the property conveyance.
5. HOA shall give possession to the CITY on or before closing date. The improvements constructed on Reserve A by CITY, observable by inspection, are acknowledged to be of general public benefit, of specific flood control benefit to HOA and serve the interests of HOA's individual members. Such improvements may remain in place and in use, undisturbed. City agrees to maintain the improvements to Reserve A once constructed.

6. CITY is granted, at no additional cost, a temporary construction easement over any portion of Reserve A for access, equipment and materials staging, and construction as is reasonably required for the construction of the improvements as designed, and for all future maintenance activities on the improvements constructed in Reserve A.
7. Except for the rights created by this Agreement, HOA hereby waives any claim it could raise, or in the future might have raised related to the CITY's occupancy or use of Reserve B pending transfer of title, or the occupancy, use, consequential or incidental damages or impacts on or related to Reserve A. This provision expressly waives any claim in trespass or inverse condemnation.
8. Exhibits A and B to this Agreement are expressly incorporated into this document.
9. CITY has currently budgeted funds to undertake and complete the obligations set out in this Agreement. The parties acknowledge that time is of the essence of this Agreement, and that all aspects of this Agreement shall be completed within one year of its execution.
10. The signatories to this Agreement each warrant that all steps have been taken by their respective organizations to fully authorize approval of this Agreement in the name of that organization without any further action required, and that each organization will be bound by this Agreement and to the timely satisfaction of the obligations created within.

WITNESS OUR HANDS the day and year first above written.

**CHADSWORTH HOMEOWNERS'
ASSOCIATION:**

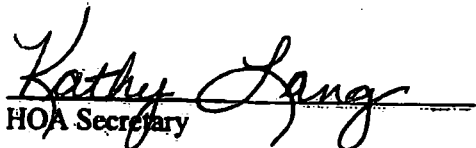


President

CITY OF WICHITA, KANSAS:

Jeff Longwell, Mayor

ATTEST:

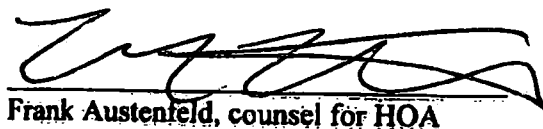


Kathy Long
HOA Secretary

ATTEST:

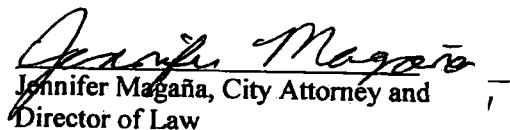
Karen Sublett, City Clerk

Approved as to form:



Frank Austenfeld, counsel for HOA

Approved as to form:



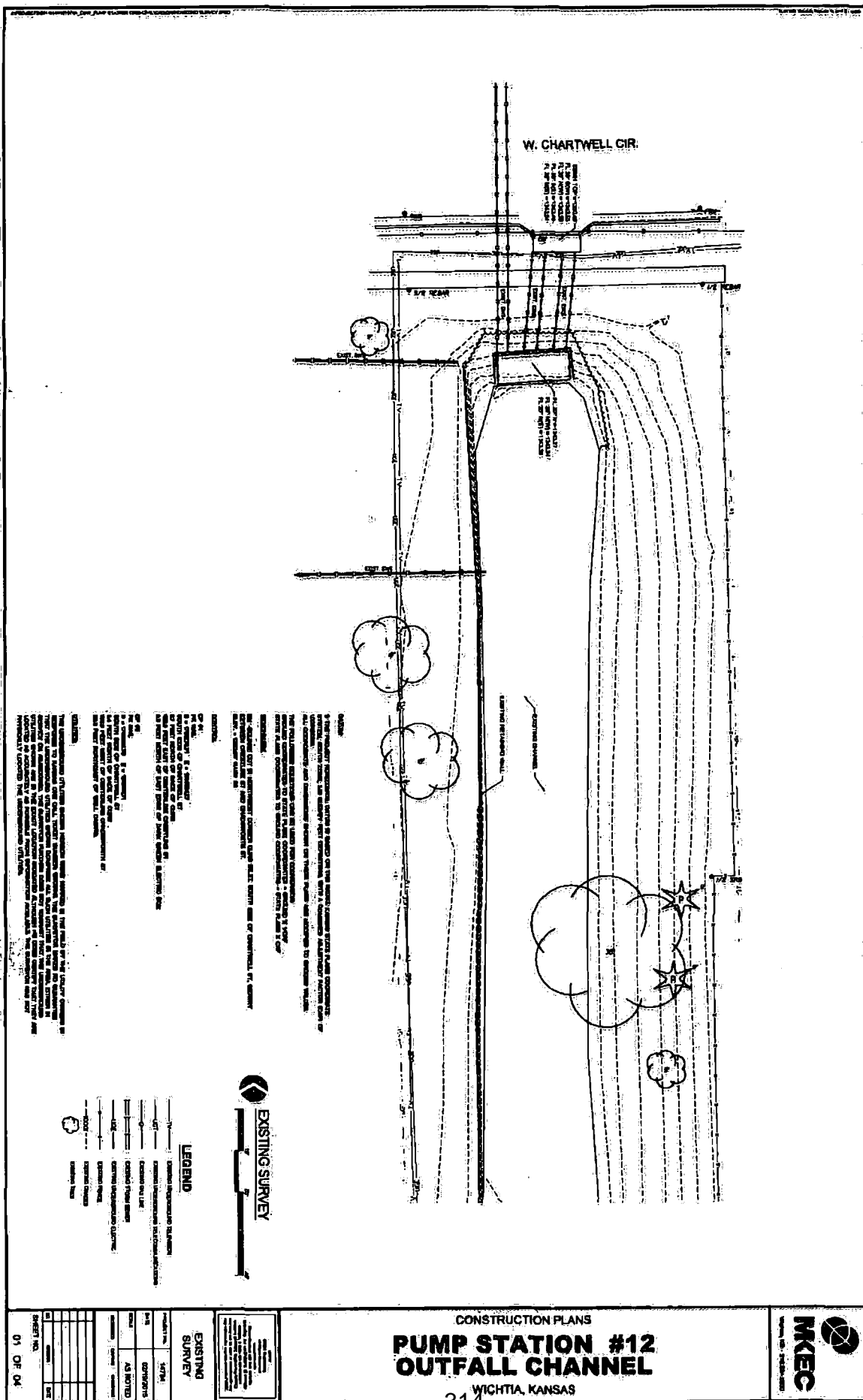
Jennifer Magaña, City Attorney and
Director of Law

ATTACHMENTS

Exhibit A – Contracted Improvements

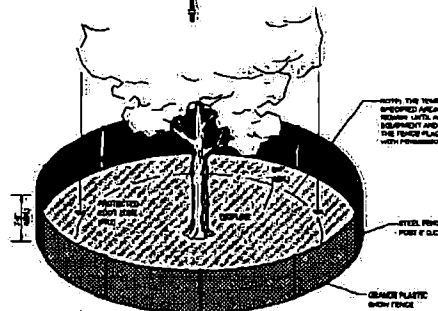
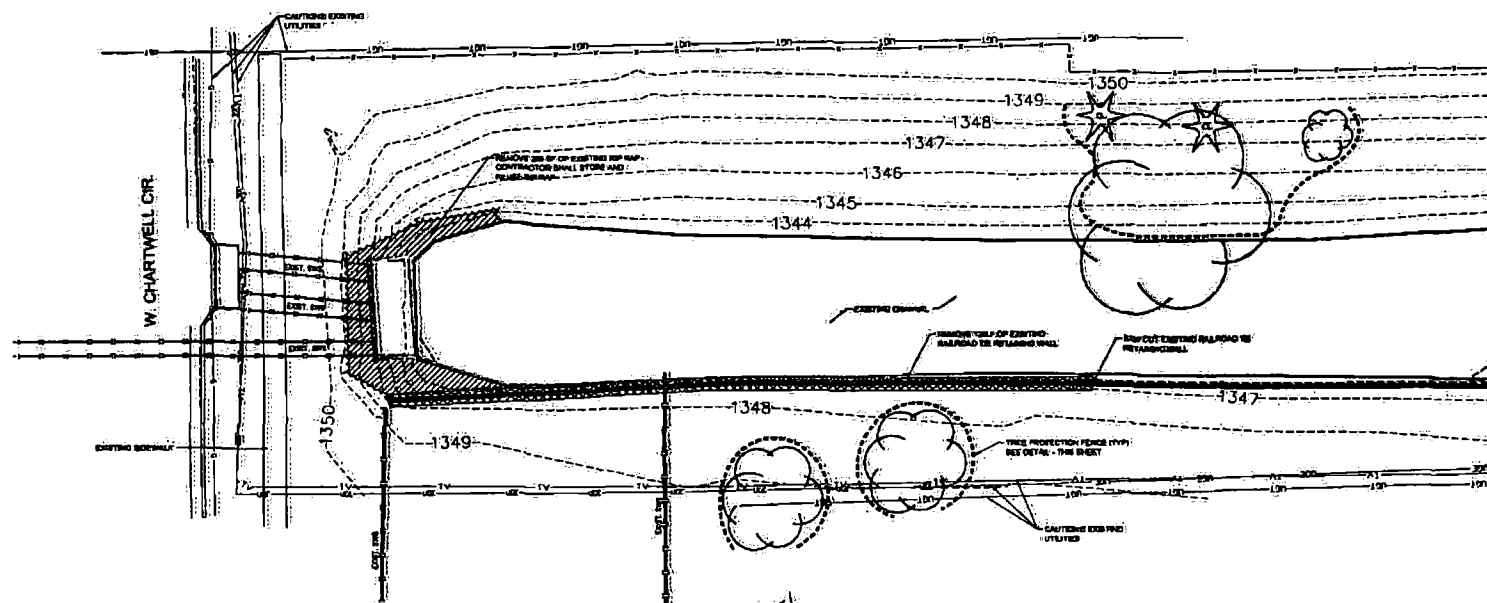
- A-1 Existing Survey
- A-2 Demolition Plan
- A-3 Erosion Control Plan
- A-4 Grading Plan

Exhibit B – Plat Map Showing Reserve A and Reserve B





CONSTRUCTION PLANS
**PUMP STATION #12
OUTFALL CHANNEL**
WICHITA, KANSAS



1 TREE PROTECTION DETAIL
SCALE: N.T.S.

LEGEND

TV	EXISTING UNDERGROUND TELEVISION
UT	EXISTING UNDERGROUND TELECOMMUNICATIONS
GL	EXISTING GAS LINE
SW	EXISTING STORM SEWER
UE	EXISTING UNDERGROUND ELECTRIC
EF	EXISTING FENCE
CG	EXISTING GRADES
LC	LINE OF CHANNEL
TPF	TREE PROTECTION FENCE
RMW	EXISTING RETAINING WALL PERSONAL
SR	EXISTING R/W REMOVED, BALANCED & REUSED



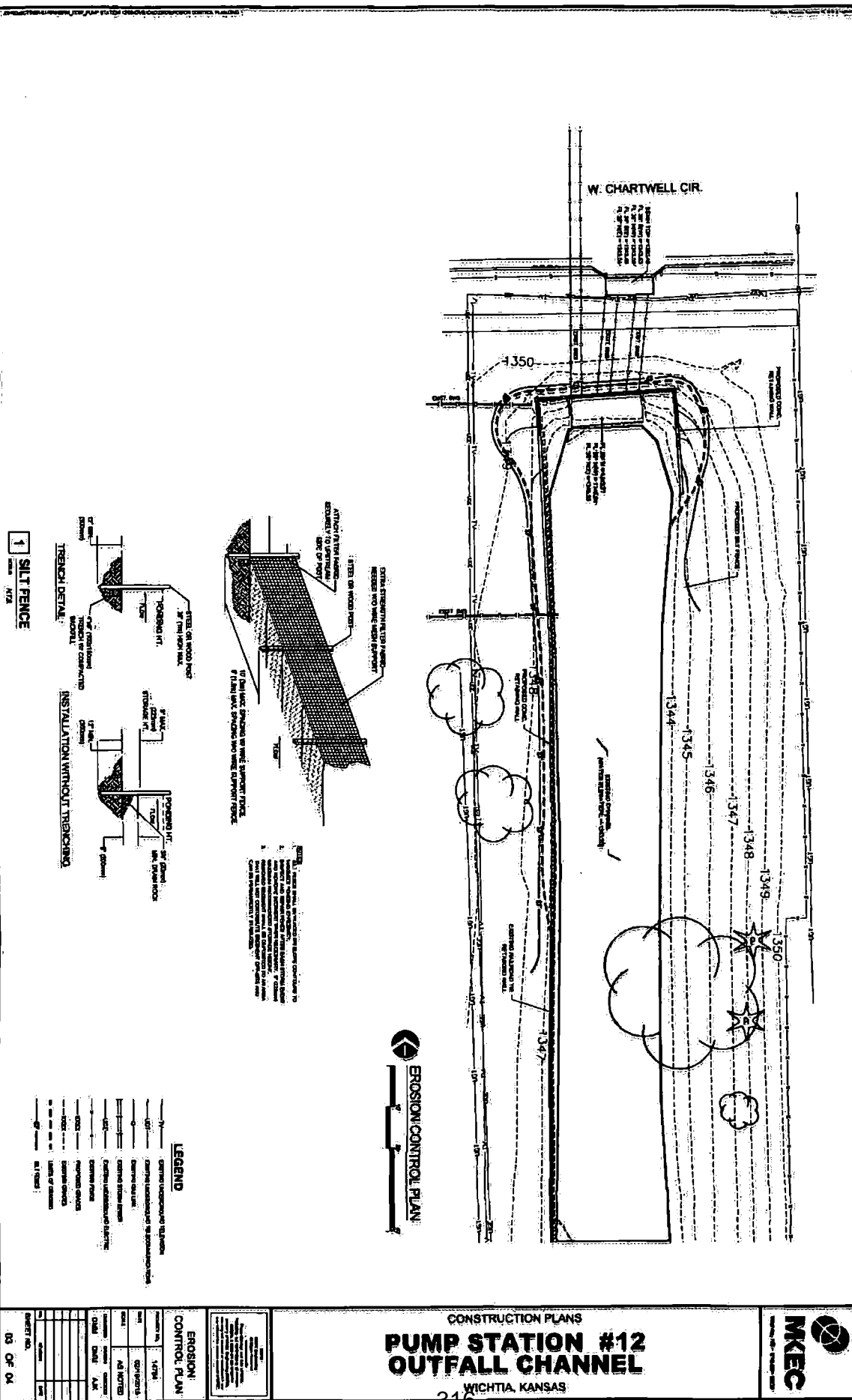
DEMOLITION PLAN

REVISIONS

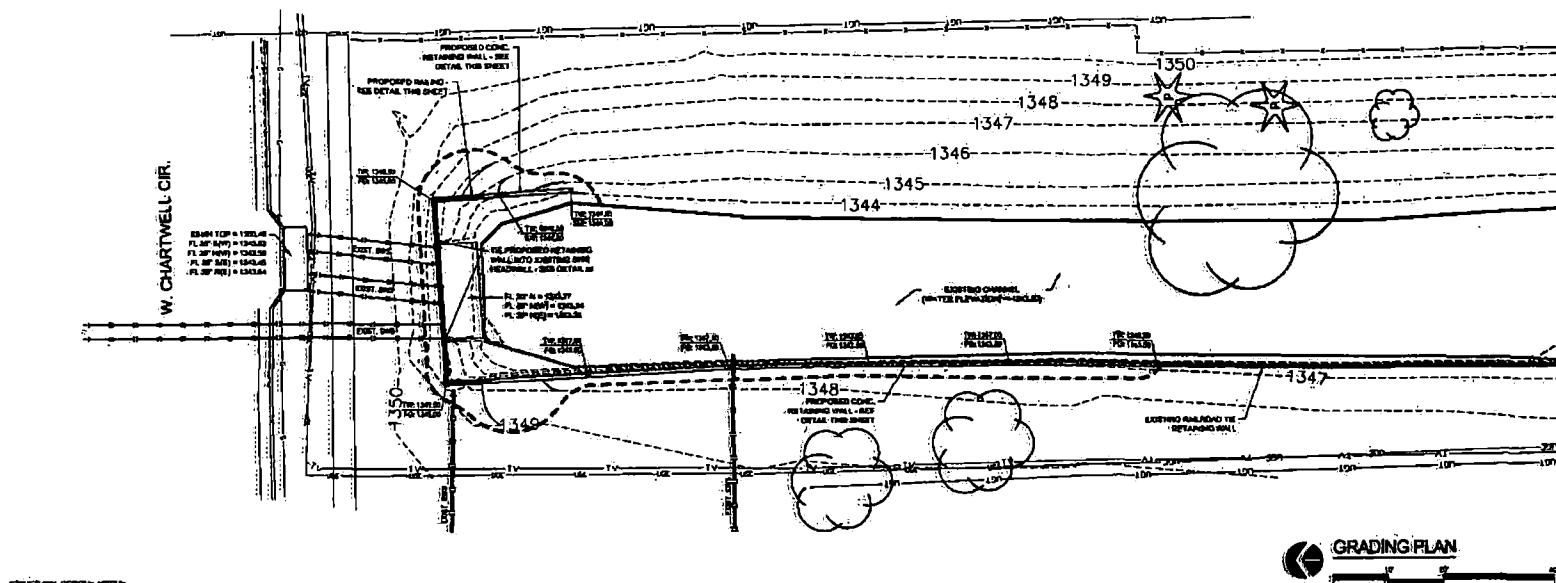
NO.	DATE	DESCRIPTION
1	02/16/2018	AS NOTED

DEMOLITION PLAN

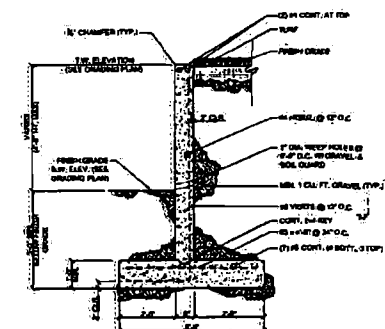
PROJECT NO.	14784
DATE	02/16/2018
SCALE	AS NOTED
DESIGNED	PPH
CHECKED	ALJ
DRAWN	ALJ
DATE	02/16/2018
SHEET NO.	02 OF 04



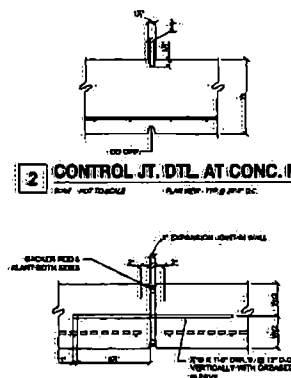
CONSTRUCTION PLANS
PUMP STATION #12
OUTFALL CHANNEL
WICHITA, KANSAS



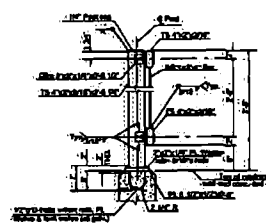
- GENERAL NOTES:**
1. CODE: INTERNATIONAL BUILDING CODE, 2003 EDITION
 2. BUILDING: 2003 PIP
 3. DET. FTS. DEPTH: 3'-0" MIN. BELOW FINISH GRADE
 4. EXISTENCE: 2003 MD 828 DR
 5. REPAIR: AS REQUIRED FOR TIES
 6. REFER TO DETAIL FOR TYP. CONNECTION DETAIL AT 2ND F.C. (SMALL)
 7. REFER TO DETAIL 2 FOR TYP. REINFORCEMENT DETAIL AT 2ND F.C. (SMALL)
 8. REFER TO SITE PLAN FOR EXACT WALL HEIGHTS AND LOCATIONS.
 9. CONSTRUCTION TO VERIFY ALL DIMENSIONS AND ELEVATIONS AND REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.
 10. SEE SHEET 10 FOR REINFORCING



1 CONCRETE RETAINING WALL














3 EXPANSION JT. DTL. AT CONC. RETAINING WALL



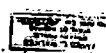
4 TYPICAL RAIL SECTION

- ## LEGEND

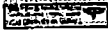
- | | |
|---|---|
|  | EXISTING UNDERGROUND TELEVISION |
|  | EXISTING UNDERGROUND TELECOMMUNICATIONS |
|  | EXISTING GAS LINE |
|  | EXISTING SPOKEWHEEL |
|  | EXISTING UNDERGROUND ELECTRIC |
|  | EXISTING FENCE |
|  | PROPOSED GRADES |
|  | EXISTING TIES |
|  | LIMITS OF QUANTITY |
|  | BLADE ARROW |
|  | SEE SLOPE |

GRADING PLAN

PRODUCT NO.	14794	
DATE	02/16/2011	
BY	AS NOTED	
DESCRIPTION	DATE	TIME
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
SHEET NO.		



State of Kansas, Department of Health, Division of Health Services, Kansas City, Missouri, June 1, 1947.



State of Kansas, Department of Health, Division of Health Services, Kansas City, Missouri, June 1, 1947.

State of Kansas, Department of Health, Division of Health Services, Kansas City, Missouri, June 1, 1947.

State of Kansas, Department of Health, Division of Health Services, Kansas City, Missouri, June 1, 1947.

State of Kansas, Department of Health, Division of Health Services, Kansas City, Missouri, June 1, 1947.

State of Kansas, Department of Health, Division of Health Services, Kansas City, Missouri, June 1, 1947.

State of Kansas, Department of Health, Division of Health Services, Kansas City, Missouri, June 1, 1947.



State of Kansas, Department of Health, Division of Health Services, Kansas City, Missouri, June 1, 1947.

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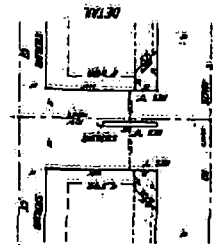
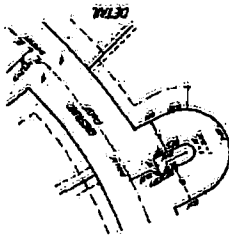


State of Kansas, Department of Health, Division of Health Services, Kansas City, Missouri, June 1, 1947.



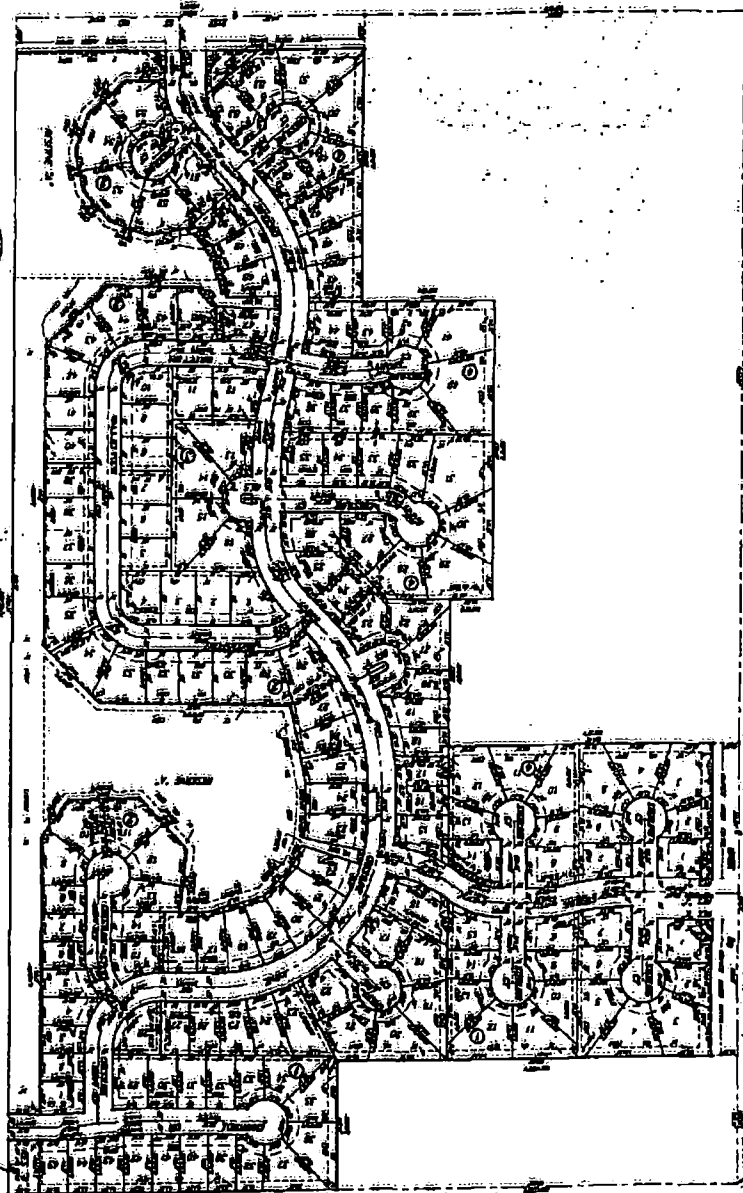
CHADSWORTH 2ND ADDITION

WICHITA, SEDGWICK COUNTY, KANSAS



הנהגת המוסדות
הממשלתיים והמחוקקת
הממשלתיים והמחוקקת
הממשלתיים והמחוקקת
הממשלתיים והמחוקקת

Reserve B



STRENGTH 'LAW' OF POLARIZATION 'VARIABLES'

CHADSWORTH 2ND ADDITION



Reconfigure headwall as necessary for structural integrity with the block wall and for soil stability with considerations for loads from maintenance vehicles.

W CHARTWELL ST

Big block wall to stabilize sides of channel near the pump station outfall.

N CRESTLINE ST

N CHADSWORTH ST

City of Wichita
City Council Meeting
July 14, 2015

TO: Mayor and City Council

SUBJECT: East Kellogg from Cypress to Wiedemann: Relocation Agreements with Kansas Gas Service (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the increased expenditures.

Background: On October 8, 2013, the City Council approved a construction budget for the expansion of East Kellogg between Cypress and Wiedemann (Kellogg and Webb Interchange). The improvements required the relocation of a natural gas-facility known as the Town Border Station (TBS), as well as gas lines owned by Kansas Gas Service (KGS). The TBS is a centralized location that local gas utilities and large industries, such as Kansas Gas Service and Beechcraft use to purchase gas from gas transmission companies like Southern Star. The TBS is located completely within private easement, which makes the City responsible for the relocation. The Kansas Gas Service lines that are in conflict with the East Kellogg project, or that need to be relocated due the relocation of the TBS, are located in 95.6% of private easement, resulting in the City being responsible for just that portion. On June 10, 2014, the City Council approved two agreements with Kansas Gas Service, one to relocate the TBS and one to relocate the Kansas Gas Service lines.

Analysis: Kansas Gas Service has submitted the final costs which are higher than the original estimated amounts for the relocations. The increase in the actual cost over the original estimate is due to higher than anticipated equipment and construction costs. Another increase was caused by a relocation of a gas main on Webb Road that was reclaimed by KGS from Southern Star after it was found to be in conflict with the proposed storm sewer improvement for the Kellogg and Webb Interchange project.

Financial Considerations: The original estimated cost for the relocation work was \$495,488 for the TBS and \$483,433 for the Kansas Gas Service lines. The original agreements provide that the City would be responsible for 100% of the actual cost for the TBS and 95.6% of the actual cost for the main relocation. Both the City and Kansas Gas Service acknowledged that the actual cost could be greater or less than the estimate. Kansas Gas Service has reported that the final cost for the TBS relocation is \$702,745, which is an increase of \$207,257 from the estimate. The final cost for the relocation of the Kansas Gas Service gas lines is \$555,970. This results in the City's 95.6% share being \$531,720, which is an increase of \$48,287. The total of the increase for both relocations is \$255,544. Funding is available in the existing budget, approved by the City Council on October 8, 2013, and is funded by Local Sales Tax.

	Town Border Station (TBS)	Kansas Gas Service
Actual Final Cost	\$702,745	\$555,970
City's Share in Final Cost	\$702,745	\$531,720
Original City Share Estimate	\$495,488	\$483,433
Payments to Date from Original Estimate	\$467,626	\$207,181
Total Amount Left to Payout from Original Estimate	\$27,862	\$276,252
Increased Difference	\$207,257	\$48,287
Invoiced amount	\$235,119	\$324,539

Legal Considerations: The Law Department reviewed and approved the reimbursable agreements to form on June 10, 2014.

Recommendation/Action: It is recommended that the City Council approve the increased expenditures in compliance with the approved contract.

Attachments: Invoices and Reimbursable Agreements.



**Kansas
Gas Service.**
A Division of ONE Gas

CUSTOMER CHARGE ORDER

BILL TO: City of Wichita
c/o Shawn Mellies
455 N Main St
Wichita, KS 67202

DATE: 6/12/2015
INVOICE NO: 12904 - 040

DESCRIPTION OF SERVICES	JOB ORDER NUMBER	AMOUNT
Credit for previous payments made on 12904-030 & -031	051.055.3721.010418	\$ (9,712.52)
Remaining balance of the materials and labor to construct TBS @ Webb & I35	051.055.3721.010420	\$ 99,583.59
Remaining balance of the materials and labor to construct TBS on Beechcraft	051.055.3721.010421	\$ 145,248.34

NOTE: Kansas Gas Service excavation procedures does not involve soil compaction or installation of flowable fill products.

Work to be completed at: Kellogg - Webb to Greenwich KDOT & City of Wichita Road improvement project	JES EST. #	2014000024	SUB TOTAL	\$ 235,119.41
		2014005642	STATE SALES TAX	Exempt
		2013000364	COUNTY SALES TAX	Exempt
		2013001230	CITY SALES TAX	Exempt
			TOTAL DUE	\$ 235,119.41

KGS REPRESENTATIVE Nathan Neises (316) 832-3123	CUSTOMER SIGNATURE X
---	--------------------------------

Please send remittance to the address listed below.
Include a completed copy of your sales tax exemption certificate!

Nathan Neises
Kansas Gas Service
1021 E. 26th St. N.
Wichita, KS 67219



DATE: 6/12/2015
INVOICE NO: 12904 - 039

INVOICE NO: 12904 - 039

NOTE: Kansas Gas Service excavation procedures does not involve soil compaction or installation of flowable fill products.				
Work to be completed at: Kellogg - Webb to Greenwich KDOT & City of Wichita Road improvement project	JES EST #	2014000024	SUB TOTAL	\$ 324,539.94
		2014005642	STATE SALES TAX	Exempt
		2013000364	COUNTY SALES TAX	Exempt
		2013001230	CITY SALES TAX	Exempt
			TOTAL DUE	\$ 324,539.94

X

Nathan Neises
Kansas Gas Service
1021 E. 26th St. N.
Wichita, KS 67219

UTILITY AGREEMENT

Sedgwick County

Dated: 6-10-14

City of Wichita Project: 472-85031

General Location: East Kellogg (US-54/400)-Webb/KTA Interchange

THIS AGREEMENT is entered into between the City of Wichita (City) and Kansas Gas Service, a Division of ONEGAS, Inc. (Company).

WHEREAS, the City proposes a highway improvement project on East Kellogg (US-54/400) and Webb/KTA Interchange, described above by Project Number and Location and shown on the Project Plans, and

WHEREAS, the Company is owner of certain facilities located within the East Town Border Station site on the northeast corner of Webb Road East Kellogg Avenue as shown on the Project Plans (facilities) and these facilities are located on private right-of-way, in whole or in part, and not now entirely located upon existing highway right-of-way, and

WHEREAS, the Company's facilities need to be adjusted, altered, or relocated so the City may construct the Project and the Company may maintain its present services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree:

1. Upon receipt of formal written authorization from the City, the Company will proceed without unnecessary delay to make the changes to its facilities described in Exhibits 5 and 6 -Town Border (utility plans) in accordance with Paragraph 17 of this Agreement. The Company prepared Exhibits 5 and 6 -Town Borders/District Regulators, which is attached to and incorporated into this Agreement.
2. Company certifies that its facilities are located on private right-of-way, in whole or in part, and are not now located entirely upon existing highway right-of-way or other public property. The estimated costs of right-of-way, preliminary engineering, labor, equipment, materials issued, materials returned, overhead and other items, as well as any credits which may be due the City for Company elected betterments, salvaged materials and extended service life (where applicable) are listed in detail on Exhibits 5 and 6 -Town Border (utility plans).
3. This Agreement is subject to and the Parties agree to comply with 23 C.F.R. Part 645 Subpart A ("Utility Relocations, Adjustments, and Reimbursement") (23 C.F.R. 645.101 *et seq.*), 23 C.F.R. Part 645 Subpart B ("Accommodation of Utilities")(23 C.F.R. 645.201 *et seq.*), and the current Kansas Department of Transportation Utility Accommodation Policy (UAP). The UAP is incorporated by reference into this Agreement.
4. The City grants the Company the right to locate and maintain its facilities upon highway right-of-way as shown on said Exhibits 5 and 6 - Town Border (utility plans).
5. If future road work requires any changes to or relocations of Company's facilities, previously located on private right(s)-of-way but now located upon highway right-of-way as shown on Exhibits 5 and 6 - Town Border (utility plans), the City will pay the cost of such changes or relocations.

6. The Company's easement rights or other interests in the property included in the proposed highway right-of-way as shown on Exhibits 5 and 6 - Town Border (utility plans) are subordinate to the City's right and privilege to use the highway right-of-way without restriction or limitation as long as the City is using such right-of-way for public highway purposes. The City's rights extend to all air rights, surface rights, and below-surface rights appropriate for the construction, operation, and maintenance of the highway. Providing the Company does not interfere with highway construction, operation, and maintenance, the Company may maintain its relocated or altered facilities; construct additional facilities under, over, through, and across the property if the Company's easement allows such construction; or perform any other act the Company's easement allows. In exercising its rights, the Company shall conform to all federal and state law, statutes, and regulations.

7. Company certifies and has provided evidence showing the Company has right of occupancy on private right-of-way by holding the fee, an easement, or other property interest. Company certifies that no deed, easement, agreement, or other document granting Company's existing right of occupancy on the private right-of-way requires Company to relocate its facilities for public purposes at Company's own expense.

8. City certifies that payment for the utility relocation does not violate Kansas law or any existing contract between the Company and the City.

9. Company shall notify the City of Wichita's City Engineer at Wichita, Kansas by phone Shawn Mellies, (316) 268-4632, five days in advance of the time it expects to start work under this Agreement.

10. The Company shall notify City of Wichita's City Engineer in charge of said project when beginning, discontinuing, resuming, and upon completing the work.

11. The method of computing the actual relocation costs shall be:

Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by 23 C.F.R. 645 Subpart A.

12. Company shall keep a detailed and accurate account of all labor, materials, supplies, incidentals, and all other costs involved in performing the work for three years after the date the Company receives final payment. City Engineer in charge of said project or any authorized agent of City or the Federal Highway Administration (FHWA) shall have access at all times to such records.

13. Upon completion of the work in accordance with said plans and estimates and upon receipt of a detailed final statement of cost prepared in accordance with the 23 C.F.R. 645 Subpart A, the City will reimburse the Company for 95% of the total amount of final billing pending final audit. Upon completion of final audit, the City will reimburse the Company for the total amount of the final billing found eligible for payment by audit by the City and/or FHWA. It is fully understood by and between the parties hereto that the required work in connection with the Company's facilities may be directly related to a City of Wichita road project providing for Federal reimbursement of a percentage of the cost. It is further agreed and understood that the Company will reimburse the City, on demand, any sums disallowed to the City by the Federal Highway Administration, for non-compliance by the Company with the terms and conditions set out in the 23 C.F.R. 645 Subpart A, hereinbefore referred to. Local governmental units and Indian Tribal governments shall comply with OMB A-128.

14. At Company's request, the City will reimburse the Company for 95% of the cost reflected on monthly progress statements for partially completed work. However, the Company shall submit no monthly progress statement with an amount earned of less than \$50,000. The Company shall submit supporting statements with the Company's request for such intermediate progress payments.

After the Company completes the work according to the utility plans and after the City receives a detailed final cost statement that complies with 23 C.F.R. 645 Subpart A, the City will reimburse the Company for 95% of the total amount of final billing less intermediate progress payments, pending final audit. Upon completing the final audit, the City will reimburse the Company the total amount of the final billing that City and/or FHWA find eligible for payment by audit less intermediate progress payments.

The work required in this Agreement is being funded in whole or in part with federal funds. The Company will reimburse the City any sums disallowed under 23 C.F.R. Part 645 or under 48 C.F.R. Part 31 ("Contract Cost Principles and Procedures") (48 C.F.R. 31.000 *et seq.*). Sums disallowed include expenses paid for relocating the Company's facilities from existing highway right-of-way or other public property to the proposed highway right-of-way and expenses paid when the Company had an existing obligation to relocate at its own expense, among others. Local governmental units and Indian Tribal governments shall comply with OMB A-128.

15. To be eligible for reimbursement, changes in the original scope of work or additional adjustments not covered in Paragraph 17 of this Agreement shall be submitted on a supplemental agreement (or change order) and approved by the Company and the City before the Company makes such changes or adjustments.

16. Additional costs or revision in ratio or participation resulting from changes or adjustments under Paragraph 15 will become effective with submission of a final change order prior to or concurrent with final billing. Approval of such change order and/or ratio of participation will place the billing in line for audit and payment.

17. A. Description of work to be performed:

Relocate natural gas pipelines and appurtenances thereto located within the East Town Border Station to clear the proposed highway construction as shown on Exhibits 5 and 6.

B. Method of accomplishing work shall be by The Company.

C. Estimated total cost of work to be accomplished is \$495,488.

D. The percentage of total actual costs of completed work to be borne by the City is 100 %. Salvage value to be credited to project.

E. Time for Completion of Work: 150 days after receipt of Authorization to Proceed from the City, unless extended for unusually severe weather. Unusually severe weather is adverse weather that at the time of year in which it occurred is abnormal for the place in which it occurred.

F. The Company or the Company's contractor will furnish and erect the required traffic control signing and devices according to the attached Exhibits and the "Manual of Uniform Traffic Control Devices".

G. Special Provisions:

"All backfill within the highway right-of-way limits is to be compacted to a density equal to or greater than the density of the surrounding soil."

18. The Company shall maintain and pay all expenses necessary to maintain the Company's facilities located within the right-of-way of Project No. 472-85031. The Company shall take necessary and reasonable safety measures to protect the traveling public.

If the Company's maintenance obligation requires work within the highway right-of-way, the Company shall first obtain a written work permit from the proper authority. This permit shall contain reasonable regulations relating to such maintenance.

The Company may open and disturb the surface of the highway right-of-way without a work permit if an emergency exists that endangers the public's safety and requires immediate preventive action or repair. Immediately upon discovering the emergency, the Company shall notify the Kansas Highway Patrol, the KDOT Bureau of Construction and Maintenance, and the City of Wichita. The Company shall request a work permit from the proper authority no later than the second working day following the emergency.

The Company shall not service its facilities from the highway, highway shoulder, or highway ramps. Exception: if an emergency exists that makes other ingress and egress temporarily impossible, the Company may use the surfaced area of the highway right-of-way to approach the distressed lines or facilities and the Company may use the surfaced shoulder for temporary parking.

19. The Company agrees to hold the City and the City's authorized representatives harmless from and indemnify the City for all claims, suits, damages (whether property damages, personal injury damages, or economic damages) and costs (reasonable attorney's fees and defense costs) resulting from the Company's failure to comply with its contract obligations under this Agreement, resulting from the Company's negligent acts, errors, or omissions in relocating its facilities as provided in Paragraph 17, or all of the above. The Company's liability for personal injuries and property damage shall not exceed the liability limits in the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.* The Company shall have no obligation to hold the City or the City's authorized representatives harmless from and indemnify these persons for the City's or the City's representatives' own negligence.

20. The City agrees to hold the Company and the Company's authorized representatives harmless from and indemnify the Company for all claims, suits, damages (whether property damages, personal injury damages, or economic damages) and costs (reasonable attorney's fees and defense costs) resulting from the City's failure to comply with its contract obligations under this Agreement. The City's liability for personal injuries and property damage shall not exceed the liability limits in the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.* The City shall have no obligation to hold the Company or the Company's authorized representatives harmless from and indemnify these persons for the Company's or the Company's representatives' own negligence.

21. Kansas law governs this Agreement.

22. Kansas law (K.S.A. 46-239(c)) requires this agency to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. Consequently, please indicate below if this contract is being entered into with a legislator or a firm in which a legislator is a member.

_____ Yes, this contract is with a legislator or a firm in which a legislator is a member.

That legislator is: _____

Business Phone _____

Address (Street, City, State, Zip Code)

X No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

23. This Agreement creates no third party beneficiaries and authorizes no third party to maintain a suit for damages under this Agreement as a third party beneficiary or in any other capacity.

24. This Agreement binds the Parties and the Parties' successors and assigns.

25. In signing this Agreement, the Parties and the individual person signing represent that the person signing has the authority and capacity to execute and legally bind the respective entity to this Agreement.

26. All steel, iron, and their coatings that are to be permanently incorporated into the project shall be produced in the United States unless a waiver is approved by the City.

Executed by the COMPANY this

Executed by the CITY this

9 day of July 2014

10 day of June 2014

COMPANY: Kansas Gas Service.

CITY OF WICHITA

BY: 

Dennis J. Okenfuss

TITLE: VP Operations, Kansas Gas Service

BY: 

Carl Brewer

MAYOR, City of Wichita



ATTEST:

BY: 

BY: 

Karen Sublett

City Clerk

FEIN # 73-1520922

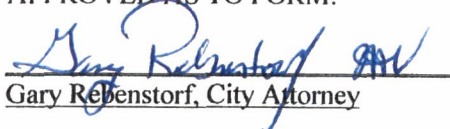
Send checks to: Kansas Gas Service

C/O Glenn Bowman

1021 E 26th North

Wichita, KS 67207

APPROVED AS TO FORM:


Gary Rebenstorf, City Attorney

City of Wichita
City Council Meeting
July 14, 2015

TO: Mayor and City Council

SUBJECT: Kansas Gas Service Relocation Agreement for the 21st Street North Bridge between Mosley and New York (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: On September 10, 2013, the City Council approved an agreement with Mid Kansas Engineering Consultants (MKEC) for development of design concepts for the 21st Street North Bridge between Mosley and New York. This project is listed as the 21st Street North Bridge at Derby Refinery in the Adopted 2011-2020 Capital Improvement Program (CIP). On December 2, 2013, the District VI Advisory Board sponsored a neighborhood hearing on the proposed improvements. The Board voted unanimously to approve the project. Kansas Gas Service (KGS) has an existing main that is in conflict with construction of the bridge.

Analysis: An agreement with KGS has been prepared to authorize the City of Wichita to bid and construct brackets on the bridge to support the gas main for KGS. The brackets and inserts will be supplied by KGS and installed by the City's contractor. The agreement is to reimburse the City for design changes, installation cost, and concrete lining that has to be removed on the channel so the gas main can be placed on the bridge.

Financial Considerations: The estimated cost to install the inserts and brackets, make design changes and replace the concrete lining is \$4,000. The City of Wichita will pay for the design and construction cost and be reimbursed by KGS. Funding is available in the existing budget approved by the City Council on May 19, 2015. The agreement provides that any additional cost beyond this estimate, if needed, will be agreed upon by both parties and brought back to the City Council for approval.

Legal Considerations: The Law Department has reviewed and approved the agreement as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachment: Agreement.

Utility Agreement

Dated: _____
City of Wichita Project: 472-85120

General Location: 21st Street North Bridge at the Derby Refinery

THIS AGREEMENT is entered into between the City of Wichita (City) and Kansas Gas Service, a Division of ONEGAS(Company)

WHEREAS, The City proposes a bridge replacement project for the 21st Street Bridge at the Derby Refinery, described above by Project Number and Location and shown on the Project Plans, and

WHEREAS, the Company is owner of certain facilities located at various locations throughout the project limits, as shown on the Project Plans (facilities) and these facilities are located within the existing public right-of-way, in whole or in part, and

WHEREAS, the Company's facilities need to be adjusted, altered, or relocated so the city may construct the Project and the Company may maintain its present services.

NOW THEREFORE, it is agreed by and between the City and Company as follows:

1. Company request that the City modify the bridge design to allow the 12" gas main to be supported on the south side of the bridge and to be constructed with the 21st Street Bridge project. This work shall be accomplished in the following manner:
 - a. The Company shall supply the concrete inserts and brackets to the City's contractor. The Company shall be required to coordinate work with the City's contractor and complete their relocation work in a timely manner.
 - b. The estimated cost for the design changes to accommodate the gas main relocation and construction items associated with the relocation is \$4,000. The company agrees to reimburse the City for 100% of the design changes (attached in supplemental agreement) and the construction bid items associated with the concrete insert and bracket installation and replacing the slope protection as needed to allow the gas main to be installed. The City will submit invoices to the Company once a month for repayment. The company shall have 30 days from receipt of the invoice to pay the City the amount due.
 - c. In the event that the actual costs incurred in performing the project exceeds the estimated cost, Company will be responsible for its proportionate share of the actual cost of the construction of the work as described below in section f.
 - d. The City will be responsible to install the concrete inserts, steel brackets, and replace the slope protection around the gas main as needed.
 - e. The company agrees to indemnify and hold harmless City of Wichita from any and all claims for damage to the Company's facilities within the project limits.
 - f. Any future maintenance or repair of the gas main is the responsibility of the Company. If there are any issues with the structure elements connecting the gas main to bridge the City shall be notified before any work is done.
 - g. All existing facilities owned by Kansas Gas Service shall remain in service and unaffected by construction until the time that new facilities have been placed and final cut-over has been performed. The company shall remove or abandon in place their existing lines that are no longer in use.

Executed this ____ day of _____, 2015

City of Wichita
(City)

By: _____
Jeff Longwell

Title: Mayor

By: _____
Karen Sublett
City Clerk

Kansas Gas Service
("Company")

By: Tim Chadd
Tim Chadd

Title: Director Operations

APPROVED AS TO FORM:


Jennifer Magana
City Attorney and Director of Law

City of Wichita
City Council Meeting
July 14, 2015

TO: Mayor and City Council

SUBJECT: Supplemental Agreement No. 1 for 17th Street and Oliver Waterline Extension and Replacement (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the supplemental agreement.

Background: On April 28, 2015, the City Council approved an agreement with Professional Engineering Consultants (PEC) in the amount of \$7,000 for design of waterline improvements in 17th Street and Oliver. The waterline improvements are needed to adequately serve the expansion of the Wichita State University (WSU) Innovation Campus, which is planned to begin construction later this year.

Analysis: A supplemental agreement has been prepared for final design of the waterline extension. The design and construction of the line in 17th Street is needed to get the required fire flows for the first phase of the Innovation Campus. The 17th Street project is being combined with the line in Oliver to try and minimize the cost and disturbance to the area.

Financial Considerations: The cost of the additional services is \$13,500. With this supplemental agreement, the total design fee will be \$20,500. Funding is available in the existing budget, which was approved by the City Council on June 9, 2015, and is funded by future revenue bond sales or Water Utility cash reserves.

Legal Considerations: The supplemental agreement has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve the supplemental agreement and authorize the necessary signatures.

Attachment: Supplemental Agreement No. 1.

SUPPLEMENTAL AGREEMENT NO. 1
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED APRIL 28, 2015
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated April 28, 2015) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **17TH STREET WATERLINE EXTENSION** serving WSU Innovation Campus (Project No.448-90666).

WHEREAS, Paragraph IV. B. of the above referenced Agreement provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

**Final design plans for 17th St. Waterline Extension
(see Attached for details)**

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount of **\$13,500.**

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

- (a) Field check plans of the project for distribution to utilities by N/A.
- (b) Office check plans by N/A.
- (c) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by N/A.

D. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the original Agreement, not specifically modified by this Supplemental Agreement, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2015.

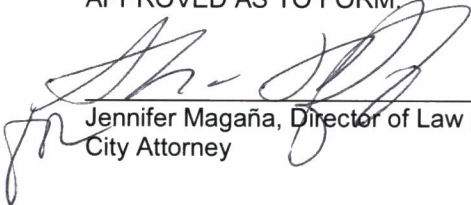
CITY OF WICHITA

Jeff Longwell, Mayor

ATTEST:

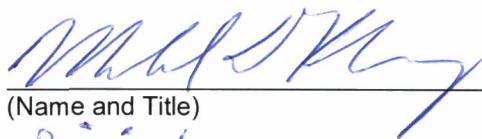
Karen Sublett, City Clerk

APPROVED AS TO FORM:



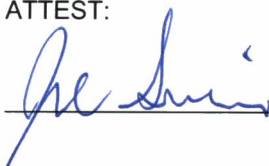
Jennifer Magaña, Director of Law and
City Attorney

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.



(Name and Title)
Principal

ATTEST:





June 5, 2015

Mr. Shawn Mellies, P.E.
Chief Design Engineer
Wichita City Hall, 7th Floor Engineering
455 N. Main Street
Wichita, KS. 67202

Reference: Supplemental Agreement No. 1
17th Street Water Line Extension
COW Project No. 448-90666
PEC Project No. 32-15084-000-0042

Dear Mr. Mellies:

In accordance with Section IV – Payment Provision, Paragraph B of the agreement dated April 28, 2015 between the City of Wichita and Professional Engineering Consultants, P.A., per your request we are submitting a fee for additional services related to the project. Exhibit A-1 attached hereto summarizes the additional scope of services for Supplemental Agreement No. 1 for the project.

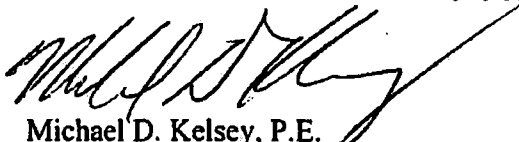
Following is a summary of requested modified payment provisions for the additional services:

Original Contract (Concept Design and Surveying):	\$ 7,000.00
Supplemental Agreement No. 1	
Item 1 (Final Waterline Design)	<u>\$ 13,500.00</u>
Grand Total (Lump Sum)	\$ 20,500.00

We respectfully submit this request for your consideration. If you have questions or need additional information please contact me at 262-2691.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.



Michael D. Kelsey, P.E.
Principal, Municipal Division

MDK/tac

Encl: As noted

SCOPE OF SERVICES (Additional)
For
17th STREET WATER LINE EXTENSION
(Project No. 448-90666)

Proceed with Phase II - Plan Development based on Field Check Plans that was approved by the City. Design elements will include, but not be limited to, the following:

- Design of a new water line extension along 17th Street North from Belmont Avenue to Oliver Avenue approximately 1500 LF of 12" waterline along with connecting to the existing 42" waterline located south of 17th Street North. Efforts will also include coordination of current construction projects in the area and service connections as needed.
- Design of a new water line extension at 17th Street North and Oliver Street Intersection more specifically an approximate of 1300 LF of 12" waterline along Oliver Street and connecting to the 12" waterline located at the intersection of 17th Street North and Oliver Street. Efforts will also include coordination of current construction projects in the area and service connections as needed.

CONTRACTS & AGREEMENTS
BLANKET PURCHASE ORDERS RENEWAL OPTIONS
JUNE 2015

COMMODITY TITLE	EXPIRATION DATE	VENDOR NAME	DEPARTMENT	ORIGINAL CONTRACT DATES	RENEWAL OPTIONS REMAINING
Cowskin Creek Wetlands Monitoring Services	6/30/2015	Burns & McDonnell	Public Works & Utilities	7/1/2010 - 6/30/2011	Last option
Drug Treatment for Drug Court (Out Patient)	6/30/2016	Sedgwick County, Kansas dba Comcare Addiction Treatment Services	Municipal Court	7/1/2012 - 6/30/2013	1 - 1 year option
Generator Maintenance	6/30/2016	Central Power Systems & Services, Inc.	Public Works & Utilities	6/24/2014 - 6/30/2015	3 - 1 year options
Hardware Maintenance & Support Services	6/30/2016	SMS Systems Maintenance Services, Inc.	IT / IS	6/26/2012 - 6/30/2013	1 - 1 year option
Independent Financial Analysis on Developers for Development Projects Within Downtown Wichita	6/30/2016	Springsted Incorporated	City Manager's Office	7/20/2011 - 7/31/2012	Last option
Janitorial Services &/Or Floor Cleaning Services for Branch Libraries	6/30/2016	Stephens Industries Inc dba Air Capital Building Maintenance Company	Library	7/1/2013 - 6/30/2014	2 - 1 year options
Maintenance Service on Power Files	6/30/2016	Records Retrieval Systems, Inc.	Police	7/1/2002 - 6/30/2003	Annual basis
Plumbing Repair Services (commercial and residential)	6/30/2015	The Waldinger Corporation	Various	7/1/2013 - 6/30/2014	1 - 1 year option
Public Arts Maintenance Project	6/30/2015	Gotta Corporation	City Manager	7/1/2014 - 6/30/2015	3 - 1 year options
Rock Salt for Snow and Ice Control (Delivered) - Primary Contractor	6/30/2016	Hutchinson Salt Company	Public Works & Utilities	7/1/2014 - 6/30/2015	1 - 1 year option
Rock Salt for Snow and Ice Control (Pick-Up by City Staff) - Primary Contractor / Rock Salt for Snow and Ice Control (Delivered) - Primary Contractor	6/30/2016	Central Salt, LLC	Public Works & Utilities	7/1/2014 - 6/30/2015	1 - 1 year option
Root Control Herbicide (Foaming)	6/30/2015	Dukes Sales & Service	Public Works & Utilities	7/1/2012 - 6/30/2013	Last option
Salt & Sand Mixture and Sand Only for Ice Control	6/30/2016	Pearson Construction, LLC	Public Works & Utilities	7/15/2014 - 6/30/2015	1 - 1 year option
Uniforms - Housing	6/30/2016	Industrial Uniform Company, LLC dba Logo Depot	Housing & Community	7/1/2014 - 6/30/2015	1 - 1 year option
Waterworks Fittings	6/30/2016	Wichita Winwater Works Company	Public Works & Utilities	7/1/2013 - 6/30/2014	Last option
Waterworks Materials	6/30/2016	Wichita Winwater Works Company	Public Works & Utilities	7/23/2013 - 6/30/2014	Last option

PROFESSIONAL CONTRACTS UNDER \$50,000
JUNE 2015

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Baughman Co.	PO540512	Engineering Consulting	20,500.00		
Ruggles & Bohm PA	PO540513	Engineering Consulting	40,300.00		
MKEC Engineering Inc.	PO540516	Engineering Consulting	10,400.00		
Baughman Co.	PO540549	Engineering Consulting	25,700.00		

ANNUAL MAINTENANCE CONTRACTS OVER \$50,000
DIRECT PURCHASE ORDERS FOR JUNE 2015

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Galaxie Business Equipment Inc.	DP540485	Software Maintenance/Support	\$73,275.00		

City of Wichita
City Council Meeting
July 14, 2015

TO: Mayor and City Council

SUBJECT: Easements Across City-owned Property in the 100 Block of South Market
(District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the easements.

Background: The building at 100 South Market is being redeveloped. It is located immediately west of the Chester I. Lewis Reflection Square Park located at 205 East Douglas. The improvements at 100 South Market have no setback from the property line as there used to be a common wall between 100 South Market and the area that is now developed as the park.

Analysis: To facilitate the redevelopment of the building at 100 South Market, several easements are required that impact the urban park area. One of these allows public access to the building through the urban park. A second easement allows the placement of certain improvements such as an entryway, access ramp, first and second floor windows, wall lights and other appurtenances in the urban park. A third agreement provides required setback for the development of the building. None of these agreements adversely impacts the utilization of the park for its ascribed purpose and all are necessary to allow the redevelopment of the adjacent building.

Financial Considerations: None of the easements requires any financial expenditure by the City nor do the easements impact any future revenues or expenses.

Legal Considerations: The Law Department has approved the various documents as to form.

Recommendation/Action: It is recommended that the City Council approve the agreements and authorize all necessary signatures.

Attachments: Declaration of Building Encroachment Easement, Building Setback Agreement, and Declaration of Ingress and Egress Easement

AFTER RECORDING MAIL TO:

Eyster Properties, L.L.C.
Attn: Michael D. Ramsey
135 East Douglas
Wichita, KS 67202

(Space left blank for recording purposes)

DECLARATION OF BUILDING ENCROACHMENT EASEMENT

THIS DECLARATION OF BUILDING ENCROACHMENT EASEMENT (this “**Declaration**”) is made and entered into as of the _____ day of June, 2015 by the CITY OF WICHITA, KANSAS, a corporate body politic and political subdivision of the State of Kansas (the “**City**”).

WITNESSETH

WHEREAS, EYSTER PROPERTIES, L.L.C. owns real property located at 100 South Market Avenue in the City of Wichita, County of Sedgwick, Kansas, more particularly described on Exhibit A attached hereto and made a part hereof (the “**Eyster Property**”, the owner at any time of such Eyster Property being referred to herein as “**Eyster Property Owner**”) and the improvements thereon.

WHEREAS, the City owns property commonly known as the Chester I. Lewis Reflection Square Park between Broadway Avenue and Market Street on the south side of Douglas Avenue, more particularly described on Exhibit B attached hereto and made a part hereof (the “**Urban Park Property**” the owner of which, being referred to herein as the “**Urban Park Owner**”) and grant to Eyster Property Owner and its affiliates an option to construct an entryway, access ramp, 1st and 2nd floor windows, wall lights, and other incidental architectural embellishments attached to the Eyster Property and over and on a portion of the Urban Park Property, more particularly described on Exhibit C attached hereto and made a part hereof, and

WHEREAS, Urban Park Property Owner desires to grant for the benefit of Eyster Property Owner and its successors and assigns an easement for the construction (including footings and foundations), maintenance and use of an entryway, access ramp, canopy, 1st and 2nd floor windows, wall lights, and other incidental architectural embellishments (“**Encroachments**”) attached to the Eyster Property and over the Urban Park Property.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Eyster Property Owner and Urban Park Owner for themselves and their respective successors and assigns, state as follows:

1. Declaration of Easement. The Urban Park Owner, for itself as owner of the Urban Park Property and its successors and assigns, hereby grants and conveys to the Eyster Property Owner a perpetual exclusive easement, as an appurtenance to the Eyster Property over the Urban Park Property for the construction (including footings and foundations), maintenance and use of the Encroachments, in the location shown on Exhibit D, attached hereto and made a part hereof.
2. Consent to Attachment. The Eyster Property Owner hereby consents to the attachment of the Encroachments to the Eyster Property, provided the manner of attachment shall be in accordance with good construction practice, in the manner customary for improvements of such type and so as not to impose an unreasonable load on the Eyster Property. The Eyster Property Owner shall comply with all applicable building codes and permitting processes.
3. Destruction. In the event the Encroachments are destroyed by fire or other casualty, the Eyster Property Owner may rebuild the Encroachments without any further consent, except such consents as may be required by a governmental authority.
4. Removal of Encroachments. If the Eyster Property Owner should ever require the Encroachments or any part thereof to be permanently removed, the Eyster Owner shall, at its cost and expense, cause the Encroachments to be removed and the places where the Encroachments connect to the Eyster Property to be restored to a condition suitable without the Encroachments. Upon such removal and repair, this Declaration shall automatically terminate and become null and void.
5. Maintenance of Encroachments. The Eyster Property Owner shall, at all times during the term of this Declaration, maintain the Encroachments in good repair and condition, at its sole expense.
6. Benefits and Duration. The easement granted in this Declaration is perpetual and unless and until terminated, amended or revoked by the filing of a written and duly executed (by the Eyster Property Owner and the Urban Park Owner) termination, amendment or release of easement, as applicable, in the Register of Deeds for Sedgwick County, shall run with the land and shall bind the Eyster Property Owner and the Urban Park Owner, and their respective successors and assigns in ownership, for so long as, and to the extent

such persons or entities own any interest in the Eyster Property and the Urban Park Property, as applicable.

7. Utility Relocation. The relocation of any utilities necessitated by the construction of the Encroachments shall be at the sole cost and expense of the Eyster Property Owner.
8. Indemnity. The Eyster Property Owner agrees to indemnify and hold harmless the Urban Park Owner from any and all claims resulting from the Eyster Property Owner's use and occupancy of the Encroachments and the easement granted in this Declaration, including but not limited to the failure of the Encroachments, increased cost that may arise from the necessity of construction or repair of public facilities that is caused by the presence of the Encroachments, and the cost of repair or replacement of the Encroachments.
9. Governing Law. This Declaration shall be governed by the laws of the State of Kansas.
10. Enforceability. The unenforceability of any provision of this Declaration shall not render the remaining provisions hereof unenforceable or void.

[Signature Page Follows]

IN WITNESS WHEREOF, the Eyster Property Owner and Urban Park Owner have executed and delivered this Declaration as of the day and year first above written.

EYSTER PROPERTIES, L.L.C. (Eyster Property Owner)

BY: _____
Michael D. Ramsey, Manager

CITY OF WICHITA, STATE OF KANSAS (Urban Park Owner)

BY: _____
Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

(Corporate Seal)

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jeff Longwell, Mayor of the City of Wichita, Kansas, and Karen Sublett, City Clerk of such City, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same, by and for, and as the free act and deed of such City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

My Appointment Expires:

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Michael D. Ramsey, Manager, who is personally known to me to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same, by and for, and as the free act and deed of such Limited Liability Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

My Appointment Expires:

APPROVED AS TO FORM:

Jennifer Magana, Director of Law and City Attorney

EXHIBIT A

Lots 113 through 115, odd inclusive, Douglas Avenue, Wm. Greiffenstein's Addition to Town of Wichita, Sedgwick County, Kansas.

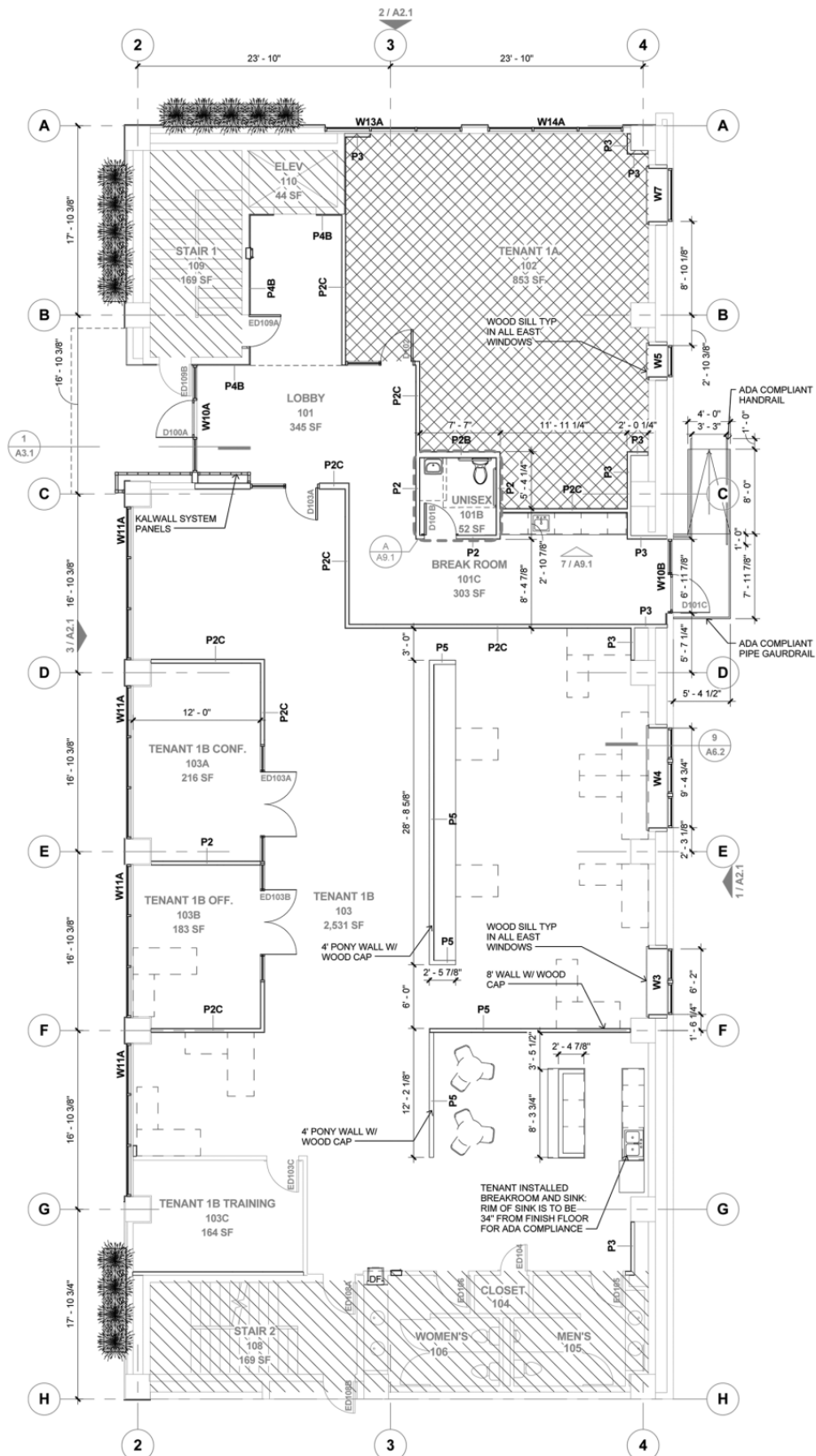
EXHIBIT B

Lots 117 through 123, odd inclusive, Douglas Avenue, Wm. Greiffenstein's Addition to Town of Wichita, Sedgwick County, Kansas.

EXHIBIT C

The West 15 feet of Lot 117, Douglas Avenue, Wm. Greiffenstein's Addition to Town of
Wichita, Sedgwick County, Kansas.

EXHIBIT D



BUILDING SETBACK AGREEMENT

For protection of exterior walls and openings

THIS BUILDING SETBACK AGREEMENT (the "Agreement") is made and entered into this _____ day of June, 2015, by and between the City of Wichita, Kansas ("Grantor") and Eyster Properties, L.L.C. ("Grantee").

WHEREAS, Grantor is the owner of the following described land, to-wit (the "Grantor's Tract"):

Lots 117 through 123, odd inclusive, Douglas Avenue, Wm.
Greiffenstein's Addition to Town of Wichita, Sedgwick County,
Kansas;

WHEREAS, Grantee is the owner of the following described land, to-wit (the "Grantee's Tract"):

Lots 113 through 115, odd inclusive, Douglas Avenue, Wm.
Greiffenstein's Addition to Town of Wichita, Sedgwick County,
Kansas; and

WHEREAS, in order to meet certain standards of the International Building Code adopted by the City of Wichita, Kansas concerning the improvements located on the Grantee's Tract, it is necessary to establish an open space and building setback over a portion of the Grantor's Tract.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Grantor hereby creates a fifteen (15) foot setback (the "Setback") from its west property line and agrees that it will not construct any structure within the Setback that would cause the improvements on the Grantee's Tract to fail to meet the International Building Code of the City of Wichita, Kansas regarding protection of exterior walls and/or openings. The Setback is created for the protection of eastern exterior wall and openings to be located on Grantee's Tract as required by the International Building Code adopted by the City of Wichita, Kansas.
2. Grantor or Grantee, at any time, unilaterally and without the necessity of obtaining the consent of the other, may revoke said open space and adjust setback line as described in Section 1 above by executing and placing of record a document so stating. Grantor and Grantee agree in the event of the vacation or revocation of said open space and/or adjusted setback line as described in Section 1 above, which would cause the improvements, if any, to then fail to meet the International Building Code of the City of Wichita, Kansas regarding protection of exterior walls and/or openings, to take such action as necessary to bring their improvements into compliance with the International Building Code of the City of Wichita, Kansas.

3. This Agreement shall be deemed to be a covenant running with the land and shall be binding upon the successors and assigns of the parties whereto.

4. In the event any portion of this Agreement is revoked by either party or both, a written notice of such revocation shall be given to the Director of the Metropolitan Area Building and Construction Department for the City of Wichita, Kansas.

IN WITNESS WHEREOF, this Declaration has been executed as of the date first above written.

CITY OF WICHITA, KANSAS

Jeff Longwell, Mayor

EYSTER PROPERTIES, L.L.C.

Michael D. Ramsey, Manager

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this _____ day of June, 2015, by Jeff Longwell, the Mayor of the City of Wichita, Kansas.

Notary Public
My Commission Expires: _____

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this _____ day of June, 2015, by Michael D. Ramsey, Manager, of Eyster Properties, L.L.C.

Notary Public
My Commission Expires: _____

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law and City Attorney

AFTER RECORDING MAIL TO:

Eyster Properties, L.L.C.
Attn: Michael D. Ramsey
135 East Douglas
Wichita, KS 67202

(Space left blank for recording purposes)

DECLARATION INGRESS AND EGRESS EASEMENT

THIS DECLARATION OF INGRESS AND EGRESS EASEMENT (this “Declaration”) is made and entered into as of the _____ day of June, 2015 by the CITY OF WICHITA, KANSAS, a corporate body politic and political subdivision of the State of Kansas (the “City”).

WITNESSETH

WHEREAS, Eyster Properties, L.L.C. is the owner of **Lots 113 through 115, odd inclusive, Douglas Avenue, Wm. Greiffenstein's Addition to Town of Wichita, Sedgwick County, Kansas** (the “Eyster Property”, the owner at any time of the Eyster Property being referred to herein as the “Eyster Property Owner”) and the improvements thereon;

WHEREAS, the City is the owner of **Lots 117 through 123, odd inclusive, Douglas Avenue, Wm. Greiffenstein's Addition to Town of Wichita, Sedgwick County, Kansas** (the “Urban Park Property” the owner of which being referred to herein as the “Urban Park Owner”);

WHEREAS, the City, as the Urban Park Owner, desires to grant for the benefit of the Eyster Property Owner and its successors and assigns an easement for pedestrian ingress and egress over and across the Urban Park Property.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, for itself and its successors and assigns, state as follows:

1. *Declaration of Easement.* The City, for itself as owner of the Urban Park Property and for its successors and assigns, hereby grants and conveys to the Eyster Property Owner a perpetual nonexclusive easement of ingress and egress for pedestrian traffic to and from the Eyster Property over and across the western most fifteen (15) feet of the Urban Park Property, as an appurtenance to the Eyster Property.

2. *Benefits and Duration.* The easement granted in this Declaration is perpetual and unless and until terminated by the filing of a duly executed release by the Eyster Property Owner in the office of the Sedgwick County Register of Deeds, shall run with the land and shall bind each person or entity that is the Urban Park Owner, for so long as, and to the extent such persons or entities own any interest in the Urban Park Property.

3. *Reservation of Grantor.* Notwithstanding the foregoing, the Easement granted herein shall be subordinate to the rights hereby reserved unto Grantor, its successors and assigns, to construct permanent improvements upon the Urban Park Property, so long as such improvements do not unreasonably impair Grantee's use and enjoyment of the Easement herein granted.

4. *Indemnity.* The Eyster Property Owner agrees to indemnify and hold the Urban Park Owner harmless from any and all claims resulting from the Eyster Property Owner's use of the easement granted in this Declaration, to the extent such claims are caused by the negligence of the Eyster Property Owner.

IN WITNESS WHEREOF, the Urban Park Owner has executed and delivered this Declaration as of the day and year first above written.

CITY OF WICHITA, KANSAS

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

(Corporate Seal)

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this _____ day of June, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jeff Longwell, Mayor of the City of Wichita, Kansas, and Karen Sublett, City Clerk of such City, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same, by and for, and as the free act and deed of such City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public _____
My Commission Expires: _____

**City of Wichita
City Council Meeting
July 14, 2015**

TO: Mayor and City Council

SUBJECT: Funding and Supplemental Agreement No. 2 for 13th Street North and Edgemoor Intersection Improvements (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the revised budget and supplemental agreement and adopt the amending resolution.

Background: On July 15, 2014, the City Council approved an agreement with Poe & Associates for the development of design concepts for the intersection of 13th Street North and Edgemoor. On October 21, 2014, the City Council approved a design concept for improvements to the intersection. Design work is nearing completion and right-of-way acquisition is underway.

Agreement No.	Date Approved	Services Provided	Cost
Original	July 15, 2014	Original design services agreement.	\$21,330
1	October 28, 2014	Development of final plans based on the approved concept.	\$63,415
Total design fee to date:			\$84,745

Analysis: The proposed supplemental agreement between the City and Poe & Associates provides for design of waterline improvements requested by the City, due to shallow waterlines that are in conflict with the proposed roadway construction.

Improvements to the intersection include construction of a westbound left turn lane, installation of traffic signals, and pavement marking to create northbound right and left turn lanes on Edgemoor. Construction is planned to begin in late 2015. The intersection will be partially open to traffic throughout construction, with left turns onto Edgemoor being prohibited as necessary.

Financial Considerations: The cost of the additional waterline design services is \$1,780 and is available in the approved Water Mains Replacement (W-67) budget which brings the total design fee to \$86,525.

The existing approved project budget is \$135,000, which was approved by the City Council on July 15, 2014, and is funded by general obligation (GO) at-large bonds. Federal funding of \$500,000 is available in the Transportation Improvement Program (TIP), along with GO funding of \$600,000, which is included in the Proposed 2015-2024 Capital Improvement Program. The additional funding of \$1,100,000 will bring the total revised budget to \$1,235,000 and will allow for payment of design, right-of-way acquisition, construction, construction engineering, and City staff administration and oversight costs.

Legal Considerations: The Law Department has reviewed and approved the amending resolution and supplemental agreement as to form.

Recommendation/Actions: It is recommended that the City Council approve the revised budget and supplemental agreement, adopt the amending resolution, and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 2, amending resolution and budget sheet.

RESOLUTION NO. 15-209

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 14-193 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body has heretofore by Resolution No. **14-193** of the City (the “Prior Resolution”), authorized the following described public improvements:

Design of improvements to the intersection of 13th Street North and Edgemoor as necessary for a major traffic facility (472-85162)

(the “Original Project”) and provided for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Amendment. Section 1 of the Prior Resolution is hereby amended to read as follows:

Section 1. Project Authorization. It is hereby authorized ordered and directed that the Original Project be expanded to include right of way acquisition, utility relocation and construction of improvements, and that the project as so expanded (the “Project”) be designed, acquired and/or constructed at an estimated cost of **\$1,235,000** in accordance with plans prepared or approved by the City Engineer.

Section 2. Amendment. Section 2 of the Prior Resolution is hereby amended to read as follows:

Section 2. Project Financing. All or portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which was 60 days before July 15, 2014, to the extent of Bonds authorized under the original version of **Resolution No. 14-193**, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation §1.150-2.

Section 3. Repealer; Ratification. Sections 1 and 2 of the Prior Resolution are hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing body.

ADOPTED by the City Council of the City of Wichita, Kansas, on July 14th, 2015.

JEFF LONGWELL, MAYOR

(SEAL)

ATTEST:

KAREN SUBLETT, CITY CLERK

APPROVED AS TO FORM:

JENNIFER MAGAÑA, CITY ATTORNEY
AND DIRECTOR OF LAW

Project Request

☒ CIP ☐ Non-CIP

CIP YEAR: 2015

CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #:

FUND: 400 Street Improvements

SUBFUND: 405 Arterial Paving

ENGINEERING REFERENCE #: 472-85162

COUNCIL DISTRICT: 01 Council District 1

DATE COUNCIL APPROVED: 7-14-15

REQUEST DATE:

PROJECT #: 211533

PROJECT TITLE: 13th & Edgemoor Intersection

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: 13th & Edgemoor Intersection

OCA #: 707069

OCA TITLE: 13th & Edgemoor Intersection

PERSON COMPLETING FORM: Jennifer Peterson

PHONE #: 268-4548

PROJECT MANAGER: Shawn Mellies

PHONE #: 268-4632

☐ NEW BUDGET

☒ REVISED BUDGET

Revenue Object Level 3

Original Budget

Adjustment

New Budget

9720 G.O. Bonds

\$135,000.00

\$600,000.00

\$735,000.00

8000 Federal

\$0.00

\$500,000.00

\$500,000.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$135,000.00

\$1,100,000.00

\$1,235,000.00

Expense Object Level 3

2999 Contractuals

\$135,000.00

\$1,100,000.00

\$1,235,000.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Total Expense:

\$135,000.00

\$1,100,000.00

\$1,235,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

DATE: 06/24/15

DATE: 6/30/15

DATE: 6/29/15

DATE:

SUPPLEMENTAL AGREEMENT NO. 2
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED JULY 15, 2014
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"
AND
POE & ASSOCIATES, INC.
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated July 15, 2014) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **13TH STREET NORTH & EDGEMOOR INTERSECTION** (Project No.472-85162_636329).

WHEREAS, Paragraph IV. B. of the above referenced Agreement provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

**Prepare waterline improvements for the intersection of
13th St. North and Edgemoor Intersection (see Attached for details)**

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount of \$1,780.

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

- (a) Field check plans of the project for distribution to utilities by N/A.
- (b) Office check plans by N/A.
- (c) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by N/A.

D. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the original Agreement, not specifically modified by this Supplemental Agreement, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2015.

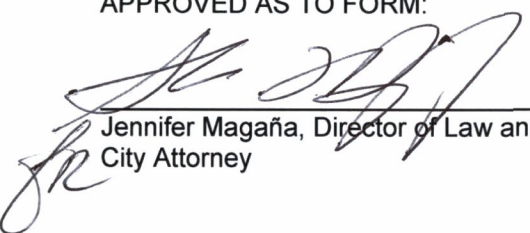
CITY OF WICHITA

Jeff Longwell, Mayor

ATTEST:

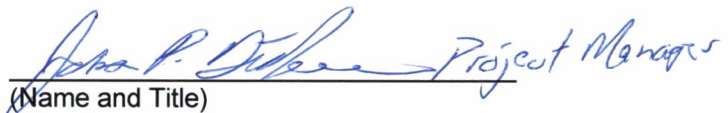
Karen Sublett, City Clerk

APPROVED AS TO FORM:



Jennifer Magaña, Director of Law and
City Attorney

POE & ASSOCIATES, INC.



(Name and Title)

ATTEST:



Assistant Corporate Secretary



POE & ASSOCIATES, INC.

544 West Douglas Avenue
Wichita, Kansas 67203

CONSULTING ENGINEERS

(316) 685-4114
FAX: (316) 685-4444

June 3, 2015

Mr. Shawn Mellies, P.E.,
Wichita City Hall, 7th Floor
455 North Main
Wichita, KS 67202

Re: 13th Street North and Edgemoor Intersection (Project No. 472-85162), Supplemental Agreement No. 2

Dear Mr. Mellies:

Poe & Associates contracted with the City of Wichita in July 2014 for concept design of the 13th Street North and Edgemoor Intersection. Supplemental Agreement No. 1 (October 2014) was for the final design of the 13th Street North and Edgemoor Intersection.

During the progression of the design of the project, additional design elements were requested by City staff due to shallow waterlines being in conflict with proposed roadway reconstruction.

Scope Revisions – Requested by the City of Wichita staff:

1. Abandon existing 8" waterline located under the current 13th Street North pavement along the limits of the proposed project.
2. Connect existing services to the existing 16" waterline north of the current 13th Street North pavement along the limits of the proposed project.
3. Connect existing 8" waterline along Spring Lane to the existing 16" waterline north of the current 13th Street North pavement.
4. Reconstruct 8" Waterline from 13th Street North south to Edgemoor and connect to the existing 16" waterline north of the current 13th Street North pavement, to include proposed plan and profile sheet.

Total compensation requested for the above changes is **\$1,780.00**.

All other conditions of the original agreement will remain unchanged.

Sincerely,
POE & ASSOCIATES, INC.

Jason P. Dickman, P.E.
Project Manager

**City of Wichita
City Council Meeting
July 14, 2015**

TO: Mayor and City Council
SUBJECT: Grant with the Kansas Department of Transportation (All Districts)
INITIATED BY: Wichita Transit
AGENDA: Consent

Recommendation: Approve the KDOT grant and authorize the Mayor to execute the agreement.

Background: The Kansas Department of Transportation (KDOT) grant application process requires official action by the governing body authorizing staff to: execute approved grants, and administer the grant's program. The governing body's approval will authorize the City of Wichita Transit Department to receive eligible state funds in support of the City's transit services. A public hearing was held on May 29, 2015.

The City of Wichita has been allotted \$1,750,640 for State Fiscal Year 2016 (timeframe is July 1, 2015 through June 30, 2017), which may be used for capital or operating expenditures.

Analysis: The grant will provide for continued KDOT-funded operations including: operator wages, fuel and paratransit services. No capital items will be purchased with this fiscal year's allotment.

Financial Consideration: The total grant request is \$1,750,640. The funds are 100% grant supported, and require no local match.

Legal Consideration: The Law Department has approved the contract as to form.

Recommendation/Actions: It is recommended that the City Council approve the KDOT grant and authorize the Mayor to execute the agreement.

Attachments: KDOT SFY2016 Agreement for State grant funds.

**AGREEMENT FOR CAPITAL AND OPERATING ASSISTANCE FUNDS
FOR
STATE TRANSPORTATION PROJECTS
BETWEEN
THE SECRETARY OF TRANSPORTATION OF THE STATE OF KANSAS
AND
THE CITY OF WICHITA**

THIS AGREEMENT made this 1st day of July, 2015, is between Michael S. King, Secretary of Transportation of the state of Kansas (the "Secretary") and the City of Wichita, (the "Provider").

RECITALS:

- A. The Coordinated Public Transportation Assistance Act, K.S.A. 75-5032 et seq. (CPTAA) provides in part for capital grants to transit authority grantees for the specific purpose of assisting them in providing transportation services meeting the special needs of elderly persons and persons with disabilities for whom mass transportation services are unavailable, insufficient, or inappropriate.
- B. The Legislature of the State of Kansas has authorized the Secretary to administer the financial assistance by selecting projects of eligible applicants and administering the funds.
- C. The Secretary has delegated this authority to KDOT's Bureau of Transportation Planning, Public Transportation Unit.
- D. The Provider has expressed an interest in sponsoring the Project within its geographic area to include the provisions and support of Public Transportation Services.
- E. The Secretary is willing to provide financial assistance to the Provider for the Project, subject to the terms and provisions contained in this Agreement.

In consideration of the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

- 1. **"Agreement"** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **"Capital Equipment"** means the personal property items identified in Appendix A, to be purchased by Provider pursuant to this Agreement.
- 3. **"KDOT"** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

4. **"Parties"** means the Secretary and KDOT, individually and collectively, and the Provider.
5. **"Project"** means those Public Transportation Services to be provided as set forth in the Provider's Project Application.
6. **"Project Application"** means the Provider's Project application for funding submitted to the Secretary by the Provider for state CPTAA funding, incorporated into this Agreement by this reference.
7. **"Project Budget"** means the budget in Appendix A, which sets forth the allowable Project Costs for the Project and establishes the amount the Secretary will reimburse the Provider for those costs, incorporated into this Agreement by this reference.
8. **"Project Costs"** means the allowable expenses for the Project to be incurred by the Provider.
9. **"Provider"** means the City of Wichita, whose office is located at 777 East Waterman, Wichita, KS 67202-4615, acting by and through Jeff Longwell, its duly authorized representative.
10. **"Public Transportation Services"** has the same meaning set forth in the CPTAA for "Public Transportation Services."
11. **"Secretary"** means Michael S. King, in his official capacity as Secretary of Transportation of the state of Kansas, and his successors.

ARTICLE II

PARTY RESPONSIBILITIES:

1. **Purpose of Agreement.** The purpose of this Agreement is to state the terms, conditions and mutual understandings of the Parties as to the manner in which the Project will be undertaken and completed.
2. **Scope of Project.** The Provider shall undertake and complete the Project as described in its proposal which is attached and incorporated into this Agreement as Special Attachment No. 1, and in accordance with the terms and conditions of this Agreement.
3. **Cost of Project.** The cost of the Project for FY 2016 will be \$1,750,640.00, which will be provided by the Secretary from state funds. The funding will be used to support the purchase of Capital Equipment and operating expenses, as listed in Special Attachment No. 1. In addition to the purchase of the Capital Equipment, the Project will include operating costs as delineated in Appendix A, Project Budget. The Provider agrees it will provide the local funds in an amount sufficient, together with the grant, to assure payment of the total Project Costs. The Provider shall initiate and prosecute to completion all actions necessary to provide its share of the Project Costs at or prior to the time that such funds are needed to meet Project Costs. The Provider further agrees no refund or reduction of the

amount so provided will be made unless there is, at the same time, a refund made to the Secretary of a proportional amount of the grant.

4. **Provider Matching Share.** The Provider's designated combination of federal, state, local, and/or private funding source has been or will be committed to provide the Provider's required share for the Project.

5. **Time Restriction on Reimbursement.** The Provider's requests for reimbursement must be submitted by the Provider no later than **June 30, 2017**. Any funds not claimed for reimbursement by that date are forfeited by the Provider and will be retained by the Secretary. No funds will be carried over.

6. **Agreement Time.** This Agreement is effective from the date of execution of this Agreement until the useful life of the Capital Equipment, as determined by the Secretary, is expired unless this Agreement is terminated sooner in accordance with Section 10, titled Disposal of Capital Equipment, and/or Section 17, titled Termination of Agreement.

7. **Contractual Provisions.** The provisions and assurances found in the approved Project Application are incorporated into this Agreement.

8. **Title of Capital Equipment.** The Provider shall hold title to all Capital Equipment purchased pursuant to this Agreement and secured pursuant to Section 11 titled Creation of Security Interest of this Agreement.

9. **Use of Capital Equipment.** The Provider agrees the Capital Equipment will be used for the provision of transporting the general public to and from activities within the area described in the Provider's Project Application. The Provider shall maintain, in amount and form satisfactory to the Secretary, such insurance or self-insurance as will be adequate to protect Capital Equipment through the period of required use. The Provider shall keep satisfactory records with regard to use of the Capital Equipment and submit to the Secretary upon request such information as is required to ensure compliance with this Section. Capital Equipment may be used for the provision of Public Transportation Services within the metropolitan planning area, as defined by the Metropolitan Planning Organization (MPO) pursuant to 23 C.F.R. Part 450 for the Provider's geographic area. If, at any time, any capital equipment is used in a manner not approved by the Secretary or withdrawn from transportation service whether by planned withdrawal or casualty loss, the Provider shall immediately notify the Secretary. Refer to Section 10, Disposal of Capital Equipment, for procedures regarding capital equipment disposition.

10. **Disposal of Capital Equipment.** The Provider agrees the Secretary has reserved the right to dispose of the Capital Equipment as follows:

(a) **Misuse.** If, at any time, any Capital Equipment is used for purposes other than those described in the Project Application or approved by the Secretary, the Provider shall immediately notify the Secretary. The Secretary then has the option of having the Provider remit to the Secretary a proportional amount of the fair market value, if any, of the Capital Equipment, which shall be determined on the basis of the ratio of the financial assistance made by the Secretary to the actual costs of the Capital Equipment, as listed in Appendix A.

Fair Market value shall be deemed to be the value of the property as determined by a competent appraisal solicited by the Secretary.

(b) Casualty Loss. In the event of loss due to casualty or fire, the damages paid by the insurance carrier or payable from the self-insured reserve account of the Provider shall be considered fair market value. In no event is salvage value to be considered fair market value.

(c) Withdrawal. At any time the Capital Equipment is withdrawn from transportation service by planned withdrawal, the Provider shall immediately notify the Secretary and shall remit to the Secretary a proportional amount of the fair market value. The proportional amount to be based on the original funding ratio of the Capital Equipment as listed in the Appendix A.

(d) Buy Out. The Provider can submit a written request to the Secretary to obtain release of the vehicle lien only upon the Provider's withdrawal from the program or Capital Equipment replacement. The Provider understands the Secretary has the option to approve or disapprove the request to release the lien. If a request is approved, the Provider agrees to buy out the state interest based on a proportional amount of the fair market value as determined by the Secretary. The proportional amount will be based on the original funding ratio of the Capital Equipment as listed in Appendix A.

(e) Default. Any material default by the Provider in the Project Application or this Agreement allows the Secretary the option of requiring the Provider remit to the Secretary a proportional amount of the fair market value, as identified in Appendix A.

11. Creation of Security Interest. For the purpose of securing the performance of all the terms and conditions of this Agreement by the Provider, the Provider hereby grants to the Secretary, pursuant to K.S.A. § 84-9-101, et seq., of the Kansas Uniform Commercial Code, a security interest in the Capital Equipment listed in Appendix A of this Agreement.

12. Records and Reports.

(a) Establishment and Maintenance of Accounting Records. The Provider shall establish and maintain a separate account for the Project, either independently or within its existing accounting system, to be known as the Project account. The Provider agrees to keep detailed and accurate accounting records of all labor, material, supplies, incidentals, and any other necessary costs involved in the Project.

(b) Retention and Inspection of Reports. The Provider shall retain at its offices during the period of contract performance and for a period of five (5) years from the date of the release of the security lien on the vehicle to the Provider all accounting records and other evidence pertaining to the Project Costs. Copies of such records will be made available for inspection by the Secretary or his or her authorized representatives upon request. The Provider shall permit the Secretary or his or her authorized representatives to inspect and audit all books and records pertaining to the Project and Project Costs at all reasonable times.

(c) Reports. The Provider shall advise the Secretary regarding the progress of the Project at such times and in such a manner as the Secretary may require, including, but not limited to, meetings and/or written reports. The Provider shall submit to the Secretary such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Secretary. Such records, include, but are not limited to, the keeping of daily trip records.

13. Maintenance and Inspection of Capital Equipment. The Provider shall maintain, at its expense, all Capital Equipment in accordance with the detailed maintenance and inspection schedules furnished by the manufacturer. The Provider shall submit to certification of compliance with required maintenance procedures to the Secretary on an annual basis.

14. Maximum Utilization of Capital Equipment. In connection with the performance of the Project, the Provider will cooperate with the Secretary in meeting its commitments and goals with regard to the maximum utilization of Capital Equipment, insuring said Capital Equipment is used in a fashion that will not hamper interagency cooperation and coordination of transportation services provided in their respective geographic area.

15. Default.

(a) Remedies.

(1) If the Provider fails to perform any of the terms of this Agreement where such failure would constitute grounds to terminate this Agreement as provided in Section 17, titled Termination of Agreement, or if the Provider becomes insolvent, ceases doing business as a going concern, conservatorship, or receivership or bankruptcy proceedings are instituted by or against the Provider, the Secretary shall have the option to terminate this Agreement in addition to and without prejudice to any other rights and remedies provided under this Agreement and any laws and regulations.

(2) The Secretary may, upon default by the Provider, repossess any of the Capital Equipment. Any repossession however, shall not constitute a termination of this Agreement unless the Secretary notifies the Provider of termination in writing. It is the Secretary's option to dispose of the capital equipment in accordance with procedures incorporated into this Agreement. The Provider shall be liable to the Secretary for all fees, and expenses, including attorney fees, incurred in connection with any repossession of the Capital Equipment or their disposition as provided herein.

(b) Non-waiver. Failure by the Secretary to require strict compliance with this Agreement by the Provider does not constitute a waiver of said Agreement or any provision thereof. No waiver by the Secretary of any breach or default of the Provider shall be deemed a waiver of any breach or default thereafter occurring.

16. Indemnification. The Provider shall indemnify and hold harmless the Secretary, and his or her officers, agents, employees from any and all costs, liabilities, expenses, damages, suits,

judgments, and claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement, or any contracts entered into under this Agreement, or the operation of the vehicle described herein, by the Provider, its agents, or subcontractors.

17. Termination of Agreement.

(a) Without Cause. The Secretary may for any reason cancel the Project and terminate this Agreement by written notice from the Secretary to the Provider.

(b) For Cause. The Secretary shall terminate this Agreement by written notice to the Provider for any of the following reasons:

- (1) The Provider, during the Capital Equipment's useful life, discontinues use of such capital equipment for the purpose of providing transportation services to elderly persons and persons with disabilities.
- (2) The Provider takes any action pertaining to this Agreement without the approval of the Secretary as required by this Agreement.
- (3) The commencement or timely completion of the Project by the Provider is, for any reason, rendered improbable, impossible, or illegal.
- (4) A material breach of this Agreement by the Provider, or a subcontractor.
- (5) The Provider becomes insolvent or commits an act of bankruptcy, or makes a general assignment for the benefit of creditors to an agent authorized to liquidate his property or assets, or becomes involuntarily bankrupt, or if a writ or warrant of attachment or levy on a judgment or other similar process is issued by any court against all or a substantial portion of the Capital Equipment of this Agreement, and the same is not removed and discharged within thirty (30) days after entry, levy or service, then this Agreement shall be deemed breached by the Provider, and terminated.

(c) Termination by Provider. The Provider may cancel the Project and terminate the agreement only upon written request to the Secretary and after receiving written approval by the Secretary.

(d) Action upon Termination. Upon termination of this Agreement, the Provider agrees to dispose of the Capital Equipment in accordance with policies and procedures in Section 10, Disposal of Capital Equipment. The termination of this Agreement shall not relieve the Provider of any of their rights and obligations to the Secretary existing at the time of expiration, or terminate those obligations of the Provider, which, by their nature, survive the termination of this Agreement.

18. Additional Representations and Covenants of the Provider. The Provider makes the following additional representations, warranties and covenants to the Secretary:

(a) Third Party Agreements. The Provider shall not assign this Agreement, execute any subcontract, amendment, or change order thereto, nor obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Secretary.

(b) Secretary's Employees. The Provider will not, without written permission from the Secretary, engage the services of any person or persons in the employment of the Secretary for any work required by the terms of this Agreement.

(c) Compliance with Laws. The Provider agrees to comply with all federal, state, and local laws, ordinances, and regulations in the implementation of the Project covered in this Agreement, including, but not limited to, Title VI, Title VII, and Title IX of the Civil Rights Act of 1964, 49 U.S.C. § 5332, and Executive Order 11246, as amended.

(d) Responsibility to Employees. The Provider accepts full responsibility for providing workers' compensation coverage and for payment of unemployment insurance and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in the work authorized by this Agreement, and will indemnify and hold harmless the Secretary from the same.

(e) Capabilities. The Provider possesses and will maintain requisite fiscal, managerial, and legal capacity to carry out the Project.

19. Covenant Against Contingent Fees. The Provider warrants it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Agreement, and it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Secretary shall have the right to annul this Agreement without liability, or in his or her discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. (See Special Attachment No. 3, Certification of Provider and Certification of Secretary of Transportation, which is incorporated into this Agreement by this reference).

20. Equal Employment Opportunity. In connection with the execution of this Agreement, the Provider shall not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, disabilities or national origin. The Provider shall take affirmative action to insure applicants are employed, and employees are treated during this employment without regard to race, religion, color, age, sex, national origin, or disability. Such actions shall include, but not be limited to the following: employment; upgrading; demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

21. Cooperation and Coordination of Transportation Services. The Provider has demonstrated and will continue to demonstrate acceptable efforts to achieve coordination with other transportation providers and users, including private transit and paratransit operators capable of

providing service and social service agencies capable of purchasing service. In connection with the performance of the Project, the Provider will cooperate with the Secretary in meeting the Secretary's goals and commitments with regard the provision of service that will not hamper interagency cooperation and coordination of transportation services provided in their respective geographic area.

22. **Disputes.** The Secretary shall resolve any disputes which may arise out of, or relating to, this Agreement when the Secretary and the Provider have been unable to resolve such disputes through negotiation. The Provider agrees to abide by the Secretary's resolution of any dispute.

23. **Prohibition Against Use of State Funds for Lobbying.** The Provider or any subcontractor shall not use state assistance funds for publicity or propaganda purposes designed to support or defeat legislation pending before the State Legislature.

24. **Status of the Contractor and the Secretary for the State of Kansas Procurement Procedures.** The Secretary shall not be responsible for any obligations that the Provider has assumed with using the State of Kansas' procurement procedures. Furthermore, the Provider acknowledges and agrees that its request to the Secretary to use the State of Kansas' procurement procedures shall not bind the Secretary to render or provide assistance in any manner associated with this Agreement.

25. **Prohibited Interest.** No member, or officer, of the Provider, during his/her tenure or two years thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE III

GENERAL PROVISIONS:

1. **Survival of Obligations.** The Provider's obligations and covenants to the Secretary under this Agreement survive the termination of the Agreement, whether termination occurs for any reason during the Term or termination occurs upon the Expiration Date.

2. **Civil Rights Act.** The "Special Attachment No. 4," pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

3. **Contractual Provisions Attachment.** The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached, are hereby incorporated in this Agreement and made a part hereof (See Special Attachment No. 2).

4. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Provider and their successors in office.

5. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not be deemed to control or affect the meaning or construction or the provisions herein.

6. **Revisions to Agreement.** Any proposed amendment to this Agreement must be submitted in writing to the Secretary for approval and is not valid and binding unless a written amendment is signed by the Secretary and the Provider.

7. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its requirements or modification.

IN WITNESS WHEREOF: the Parties have caused this Agreement to be signed by their duly authorized officers to be effective on the day and year first above written.

THE CITY OF WICHITA

**SECRETARY OF TRANSPORTATION
KANSAS DEPARTMENT OF TRANSPORTATION**

BY: _____
Print Name: Jeff Longwell

BY: _____
Print Name: Davonna C. Moore

TITLE: Mayor

TITLE: Assistant Bureau Chief

Attest: _____
Karen Sublett, City Clerk

Attest: _____

Approved as to form:

Approved as to form:

Jennifer Magana, City Attorney



Transit Services

May 7, 2015

Mr. Josh Powers
State Public Transit Manager
Kansas Department of Transportation
Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745

Dear Mr. Powers:

This letter represents Wichita Transit's application for FY2016 state grant funds available under T-Works. Wichita Transit is requesting a total of \$1,750,640 for the FY2016 grant term. Wichita Transit plans on using the \$1,750,640 in state grant funds for operations: fuel, operator wages and purchased ADA rides. A project line item budget is attached.

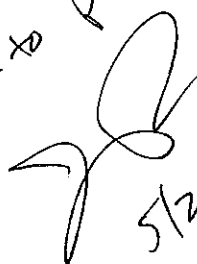
The following documents will be submitted under separate cover by June 3, 2015:

1. Notice of Public Hearing
2. A transcript of the Public Hearing

If you have questions regarding this request, please contact Michelle Stroot at (316) 352-4808 or e-mail: mstroot@wichita.gov.

Sincerely,


Steve Spade
Director
Wichita Transit

OK to proceed

5/27/15

Transit Operations Center

777 East Waterman • Wichita, Kansas 67202

T 316.265.1450 F 316.337.9287

www.wichita.gov

**Wichita Transit
FY2016 KDOT Proposed Grant Budget**

	Proposed Budget
Operations:	
Diesel Fuel	
Operator Wages	
Purchased Transportation	
Total Operations:	<u>\$1,750,640</u>
Capital:	
Total Capital:	<u>\$ 0</u>
TOTAL BUDGET:	\$1,750,640

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of July, 2015.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

CERTIFICATION OF PROVIDER

I hereby certify that I am the City Mayor and duly authorized representative of Wichita Transit, whose address is 777 East Waterman, Wichita, Kansas 67202-4615 and that neither I nor the above Provider I here represent has:

(a) employed or retained for the payment of a commission, percentage, brokerage, contingent fee, or other consideration, any person (other than a bona fide employee working solely for me or the above Provider) to solicit or secure this agreement.

(b) agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or

(c) paid, or agreed to pay, to any firm, organization of persons (other than a bona fide employee working solely for me or the above Provider) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Secretary of Transportation of the State of Kansas in connection with this agreement and is subject to State and Federal laws, both criminal and civil.

(Date)

Jeff Longwell

CERTIFICATION OF THE SECRETARY OF TRANSPORTATION

I hereby certify that I am the Secretary of Transportation of the State of Kansas and that the above Provider or their representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the above referenced firm in connection with this agreement, and is subject to applicable State and Federal laws, both criminal and civil.

(Date)

Secretary of Transportation
for the State of Kansas

BY: Davonna C. Moore
Assistant Bureau Chief

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

APPENDIX "A"
PROJECT BUDGET

Operations:		Budget
2016	ADA Purchased Transportation: Diesel Fuel Driver's salaries	\$1,750,640.00
Capital:		<u>\$.00</u>
Total Budget:		\$1,750,640.00

City of Wichita
City Council Meeting
July 14, 2015

TO: Mayor and City Council

SUBJECT: Improvements to the 21st Street North Bridge between Mosley and New York (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the revised budget and adopt the amending resolution.

Background: On September 10, 2013, the City Council approved an agreement with Mid Kansas Engineering Consultants (MKEC) for development of design concepts for the 21st Street North Bridge between Mosley and New York. On December 17, 2013, the City Council approved the design concept.

Analysis: As design progressed, it was discovered that the project area contained large amounts of contaminated soil and groundwater. Since proper handling of the soil and groundwater would cause a significant increase in the cost of construction and risks to surrounding resources, the design was changed to a single span bridge, rather than the reinforced box culvert that was originally planned. The design change will require less excavation of contaminated soil and will eliminate working in contaminated groundwater, thus significantly reducing construction costs and increasing environmental safety. The City's soil handling plan has been approved by the Kansas Department of Health Environment (KDHE).

Financial Considerations: Federal funding of \$700,000 is allocated towards this project in the Transportation Improvement Program in 2015. General obligation (GO) funding of \$1,300,000 is included in the Proposed 2015-2024 Capital Improvement Program (CIP). The City Council previously approved \$170,000 of the GO funding for design, right-of-way, and staff oversight. Staff recommends initiation of the remaining budget of \$1,830,000 for construction, resulting in a total revised budget of \$2,000,000. Construction is proposed to start later this summer.

Legal Considerations: The amending resolution has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve the revised budget, adopt the amending resolution, and authorize the necessary signatures.

Attachments: Budget sheet and amending resolution.

RESOLUTION NO. 15-210**A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 15-134 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.**

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body has heretofore by Resolution No. **15-134** of the City (the “Prior Resolution”), authorized the following described public improvements:

**Design, construction, payment of required fees, administration, and oversight of
improvements to the 21st Street North Bridge between Mosley and New York
(472-85120).**

(the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

BE IS RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Amendment. Section 1 of the Prior Resolution is hereby amended to read as follows:

Section 1. Project Authorization. It is hereby authorized ordered and directed that the Project be acquired and/or constructed at an estimated cost of **\$2,000,000** in accordance with prepared or approved by the City Engineer.

Section 2. Repealer; Ratification. Section 1 of the Prior Resolution is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

Section 3. Project Financing. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (“the Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is **60 days prior to the October 14, 2014, adoption of Resolution No. 14-310, to the extent of Bonds authorized thereunder, 60 days prior to the May 19, 2015, adoption of Resolution No. 15-134, to the extent of Bonds authorized thereunder and expenditures made on or after the date 60 days prior to the adoption of this Resolution**, to the extent of the increased authorization contained herein, all pursuant to Treasure Regulation § 1.150-2.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing body.

ADOPTED by the City Council of the City of Wichita, Kansas, on July 14, 2015.

JEFF LONGWELL, MAYOR

(SEAL)

ATTEST:

KAREN SUBLETT, CITY CLERK

APPROVED AS TO FORM:

JENNIFER MAGAÑA, CITY ATTORNEY
AND DIRECTOR OF LAW

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Second Reading Ordinances for July 14, 2015 (first read on July 7, 2015)

A. Public Hearing and Issuance of Industrial Revenue Bonds, Bombardier Learjet.

ORDINANCE NO. 50-030

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE THE INSTALLATION OF IMPROVEMENTS TO CERTAIN EXISTING AVIATION MANUFACTURING AND FLIGHT TESTING FACILITIES AND THE ACQUISITION OF CERTAIN MACHINERY AND EQUIPMENT FOR SUCH FACILITIES LOCATED IN THE CITY OF WICHITA, KANSAS; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH

B. Public Hearing on the Establishment of the Kellogg and Ridge Community Improvement District.

ORDINANCE NO. 50-031

AN ORDINANCE OF THE CITY OF WICHITA ESTABLISHING THE KELLOGG AND RIDGE COMMUNITY IMPROVEMENT DISTRICT; AUTHORIZING THE MAKING OF CERTAIN PROJECT IMPROVEMENTS RELATING THERETO; APPROVING THE ESTIMATED COSTS OF SUCH PROJECT IMPROVEMENTS; LEVYING A 2.00% CID SALES TAX AND PROVIDING FOR THE METHOD OF FINANCING THE SAME.

C. Ordinance Repealing Chapter 3.90 Relating to Scap Processors.

ORDINANCE NO. 50-032

AN ORDINANCE REPEALING THE ORIGINAL OF CHAPTER 3.90 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO SCRAP PROCESSORS.

D. Amendment of Section 2.04.180 of City of Wichita Code of Ordinances.

ORDINANCE NO. 50-033

AN ORDINANCE AMENDING SECTION 2.04.180 OF THE CODE OF THE CITY OF WICHITA, KANSAS PERTAINING TO REGULAR MEETINGS OF THE CITY COUNCIL

- E. **DER2015-00004 Amendment to Article II, Section II-B.2f of the Wichita-Sedgwick Unified Zoning Code to Establish a City of Wichita Board of Zoning Appeals and a Sedgwick County Board of Zoning Appeals and an Amendment to Section 2.12.560 of the Code of the City of Wichita Designating the City Appointees to the Metropolitan Area Planning Commission to Serve as the Members of the City of Wichita Board of Zoning Appeals.**

ORDINANCE NO. 50-034

AN ORDINANCE AMENDING SECTION 2.12.560 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE BOARD OF ZONING APPEALS AND REPEALING THE ORIGINAL OF SAID SECTION.

ORDINANCE NO. 50-038

AN ORDINANCE AMENDING ARTICLE II, SECTION II-B.2.f OF THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE (July 9, 2009 Edition) AS ADOPTED BY REFERENCE IN CITY OF WICHITA CODE SEC. 28.04.010 BY ORDINANCE NO. 48-451 DEALING WITH THE DEFINITION OF THE BOARD OF ZONING APPEALS.

- F. **SUB2015-00014 Plat of Wasinger Addition Located on the West Side of Webb Road. South of Harry Street.**

ORDINANCE NO. 50-035

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

- G. **ZON2015-00019 Zone Change from LI Limited Industrial to GC General commercial on Property Located at 3939 and 3949 North Comotara (north of East 37th Street North Of Rock Road.**

ORDINANCE NO. 50-036

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

H. ZON2015-00020 City Zone Change From GC General Commercial and B Multi-Family Residential to CBD Central Business District on Property Located on the Northeast Corner of Central and Broadway Avenues.

ORDINANCE NO. 50-037

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

City of Wichita
City Council Meeting
July 14, 2015

TO: Mayor and City Council

SUBJECT: A15-04 - Request by Tier 1, LLC to Annex Lands Generally Located at the Northeast Corner of 37th Street North and Ridge Road (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Approve the annexation request and place the ordinance on first reading.

Background: The City has received a request to annex approximately 148.2 acres of land generally located at the northeast corner of 37th Street North and Ridge Road. The annexation area is bordered by property located within the City of Wichita's incorporated area on three sides.

Analysis:

Land Use and Zoning: The annexation area consists of approximately 142.8 acres zoned "SF-20" Single-Family Residential and "LC" Limited Commercial and is undeveloped. The applicant has requested a zoning change to "GC" General Commercial and "LC" Limited Commercial for approximately 65.1 acres of the subject property. The request is scheduled to be considered by the Wichita-Sedgwick County Metropolitan Area Planning Commission on July 23, 2015, and District Advisory Board V on August 10, 2015. The remaining 83.1 acres of the subject property is proposed for single-family residential development. Adjacent properties to the north are zoned "SF-20" Single Family Residential and "SF-5" Single Family Residential and are developed with residential, institutional, and agricultural uses. Adjacent properties to the south are zoned "LC" Limited Commercial, "GO" General Office, and "SF-5" Single-Family Residential and are developed with retail, office, and residential uses. The adjacent property to the east is zoned "SF-20" Single Family Residential and is developed with a single family residence. Adjacent properties to the west are zoned "LC" Limited Commercial and are developing with mixture of commercial uses.

Public Services: Water and sanitary sewer service are available to serve the site. The necessary petitions and/or in-lieu-of assessment fees will be acquired through the platting process.

Street System: The annexation area abuts 37th Street North and Ridge Road. Ridge Road is a four-lane arterial street, and 37th Street North is a two-lane arterial street. The Adara Commercial Community Unit Plan proposes two major access drives to 37th Street North, but final access controls will be determined through the platting process.

Public Safety: Fire protection is currently provided to the area on the basis of a first-responder agreement between the City and County, and that service will continue following annexation. The nearest City station is Fire Station No. 13 at 3162 W. 42nd St. N. Upon annexation, police protection will be provided to the area by the Patrol West Bureau of the Wichita Police Department, headquartered at 661 N. Elder.

Parks: The nearest park is Crystal Prairie Lake Park located approximately one mile south of the subject property that is planned to be a new regional park.

School District: The annexation property is part of Unified School District 266 (Maize School District). Annexation will not change the school district.

Comprehensive Plan: The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the Wichita 2030 Urban Growth Area as shown in the Plan.

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is \$60,340 with a total assessed value of \$14,085. Using the current City levy (\$32.509/\$1000 x assessed valuation), this property would yield approximately \$458 in City annual property tax revenues upon annexation. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the property owner is anticipating to develop the site with 418,000 square feet of commercial development and 473 residential units with a total estimated appraised value after completion of \$134.1 million. Assuming the current City levy remains about the same, this would yield approximately \$657,440 in City annual tax revenues.

Legal Considerations: The property is eligible for annexation under K.S.A. 12-517, *et seq.* The annexation ordinance has been reviewed by the Law Department and approved as to form.

Recommendations/Actions: It is recommended that the City Council approve the annexation request, place the ordinance on first reading, authorize the necessary signatures and instruct the City Clerk to publish the ordinance after approval on second reading.

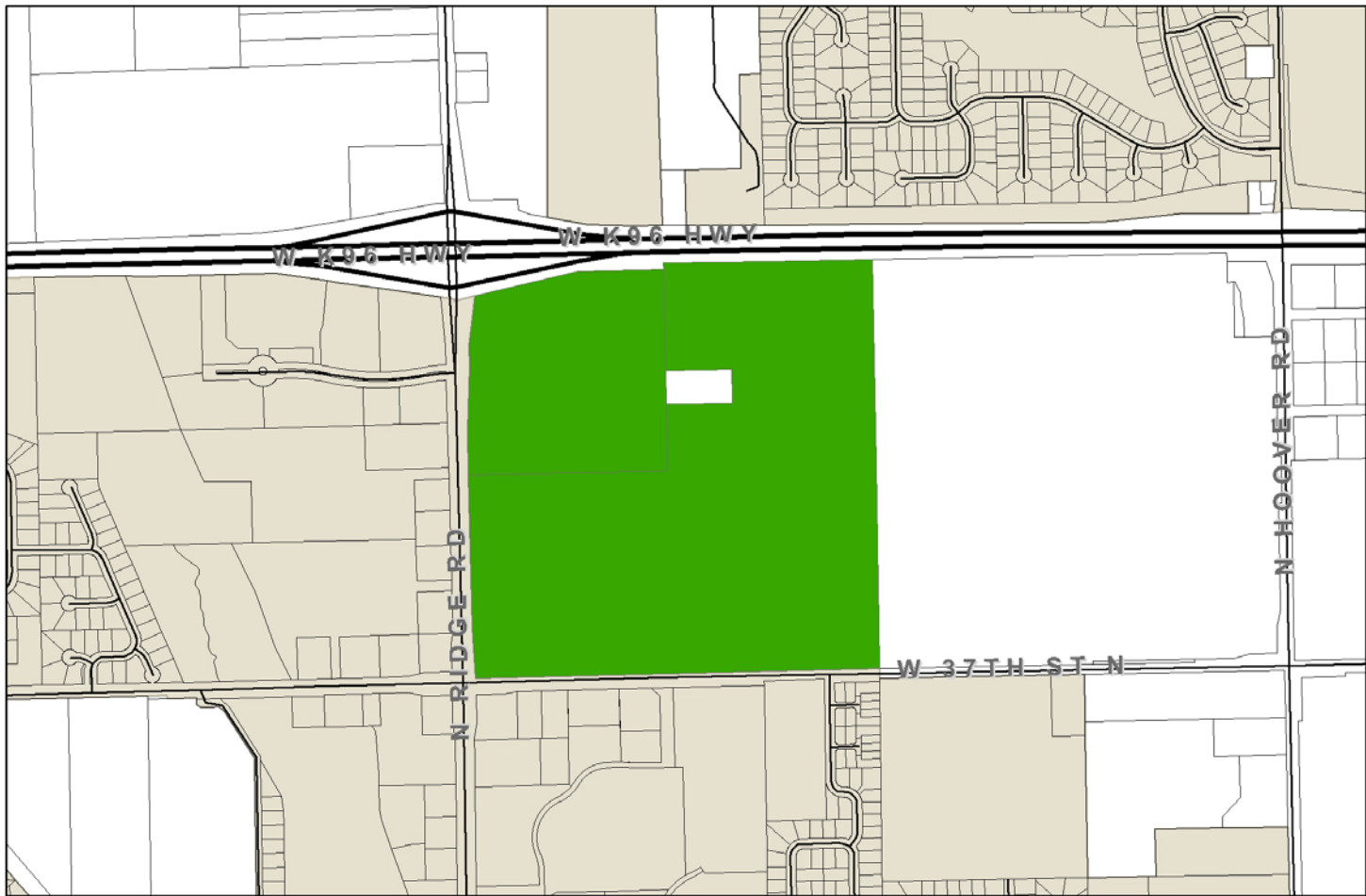
Attachments: Map Sheet
Ordinance

An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

General Location: Generally located at the northeast corner of 37th Street North and Ridge Road

Address: 4106 N. Ridge Rd.		Reason(s) for Annexation:	
148.2	Area in Acres	<input checked="" type="checkbox"/> X	Request
2	Existing population (est.)	<input type="checkbox"/>	Unilateral
1	Existing dwelling units	<input type="checkbox"/>	Island
0	Existing industrial/commercial units	<input type="checkbox"/>	Other:

Existing zoning:	"LC" Limited Commercial and "SF-20" Single Family Residential
------------------	---



- ANNEXATION AREA
- WICHITA
- UNINCORPORATED



Software: ArcGIS
Map Data Sources:
City of Wichita
Sedgewick County
Prepared: 2/9/09
It is understood that while the City of Wichita Data Center Geographical Information Systems Department have no indication and reason to believe that there are inaccuracies in information incorporated in the base map, the Data Center-GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or data displayed.
Note: Public property represented on this map is not intended to be inclusive.

PUBLISHED IN THE WICHITA EAGLE ON July 24, 2015

ORDINANCE NO.50-042

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A15-04)

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The governing body, under the authority of K.S.A. 12-517, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District V:

The South Half of the Southwest Quarter; the Northeast Quarter of the Southwest Quarter; and the Northwest Quarter of the Southwest Quarter, all in Section 27, Township 26 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas;

EXCEPT a tract described as follows: Beginning at the Northwest corner of said Quarter Section; FIRST COURSE, thence South along the West line of said Quarter Section, 791.9 feet, said West line having a bearing of South 0 degrees 31 minutes East; SECOND COURSE, thence North 89 degrees 31 minutes East, 40.0 feet; THIRD COURSE, thence North 7 degrees 49 minutes East, 610.8 feet; FOURTH COURSE, thence North 77 degrees 12 minutes East, 666.0 feet; FIFTH COURSE, thence North 89 degrees 46 minutes East to a point on the East line, 37.3 feet South of the Northeast Corner of said Northwest Quarter of the Southwest Quarter Section; SIXTH COURSE, thence North 0 degrees 12 minutes East 37.3 feet along said East line to the North line of said Quarter Section; SEVENTH COURSE, thence South 89 degrees 58 minutes West along said North line to the place of beginning;

AND EXCEPT a tract of land in the Northeast Quarter of the Southwest Quarter of Section 27, Township 26 South, Range 1 West described as follows: Beginning at a point on the North line 314.6 feet West of the Northeast Corner of said Quarter Section, said North line having a bearing of South 89 degrees 58 minutes West; FIRST COURSE, thence South 85 degrees 54 minutes West, 501.1 feet; SECOND COURSE, thence South 89 degrees 46 minutes West to a point on the West line 37.4 feet South of the Northwest Corner of said Northeast Quarter of the Southwest Quarter Section; THIRD COURSE, thence North 0 degrees 12 minutes East, 37.4 feet along said West line to the North line of said Quarter Section; FOURTH COURSE, thence North 89 degrees 58 minutes East, along said North line to the place of beginning.

AND EXCEPT a tract described as follows: Beginning 680 feet South of the Northwest Corner of the Northeast Quarter of the Southwest Quarter of Section 27, Township 26 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence South 208.71 feet; thence East parallel with the North line of said Southwest Quarter, 417.42 feet; thence North 208.71 feet; thence West parallel with the North line of said Southwest Quarter, 417.42 feet to the point of beginning.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this July 21, 2015.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Jennifer Magana, City Attorney &
Director of Law

City of Wichita
City Council Meeting
July 14, 2015

TO: Wichita Airport Authority

SUBJECT: Snow Removal Equipment Acquisition

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Initiate the project and approve the budget.

Background: Airport vehicles are identified for \$395,000 in the 2015-2024 Proposed Capital Improvement Program.

Analysis: The equipment to be purchased is one vacuum sweeper truck and one dump truck with spreader and snow plow attachments for use in clearing runways and other pavements. The functionality and reliability of this equipment is critical in order to accomplish airfield, aircraft parking ramp and parking lot snow removal during winter weather events. The design of this equipment is consistent with Federal Aviation Administration standards for snow removal vehicles and current industry trends. This new equipment will allow the Airport to clear frozen contaminated material from paved surfaces in a more reliable, efficient, and economical manner during winter season snow and ice events. In order to achieve maximum utility, during non-winter season periods, the equipment will be used for general excavation and grounds maintenance purposes. The new vacuum sweeper truck will replace an older model that will be transferred to Jabara Airport. The new dump truck acquisition includes the trade-in of a 1985 model that has become unreliable.

Financial Considerations: A project budget is requested in the amount of \$395,000 to cover the equipment and related expenses. This project will be funded with available funds of the Airport and the issuance of general obligation bonds repaid with Airport revenue. Bids will be received through the Board of Bids process.

Legal Considerations: There are no legal considerations related to this financial action.

Recommendations/Actions: It is recommended that the Wichita Airport Authority initiate the capital project and approve the budget.

Attachments: None.